



## Town Council Meeting

April 08, 2024 at 6:00 PM

Howey-in the-Hills Town Hall  
101 N. Palm Ave.,  
Howey-in-the-Hills, FL 34737

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**Join Zoom Meeting:** <https://us06web.zoom.us/j/89389962997?pwd=yF6avsn37BY2T4tInP4YA9yOQh05j.1>  
**Meeting ID:** 893 8996 2997 | **Passcode:** 973343

### AGENDA

Call the Town Council Meeting to order  
Pledge of Allegiance to the Flag  
Invocation by Councilor Reneé Lannamañ

### ROLL CALL

Acknowledgement of Quorum

### AGENDA APPROVAL/REVIEW

#### CONSENT AGENDA

*Routine items are placed on the Consent Agenda to expedite the meeting. If Town Council/Staff wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.*

- 1.** The approval of the minutes and ratification and confirmation of all Town Council actions at the February 12, 2024, Town Council Workshop..
- 2.** The approval of the minutes and ratification and confirmation of all Town Council actions at the March 11, 2024, Town Council Meeting.
- 3.** The approval of the minutes and ratification and confirmation of all Town Council actions at the March 26, 2024, Town Council Workshop..
- 4.** Consideration and Approval: **Annual Selection of Board Chair and Vice-Chair**
- 5.** Consideration and Approval: **Library of Continuing Professional Services (CCNA)**

### PUBLIC HEARING

- 6.** Consideration and Approval: (Second Reading) **Ordinance 2024-004 Fireworks Regulations**

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO FIREWORKS; CREATING CHAPTER 93 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "FIREWORKS"; DECLARING FINDINGS OF THE TOWN COUNCIL; PROVIDING DEFINITIONS; SPECIFYING UNLAWFUL ACTS AND MEANS OF**

**ENFORCEMENT; SPECIFYING THE CONDITIONS AND REQUIREMENTS UNDER WHICH THE TOWN MAY GRANT A PERMIT FOR A PUBLIC DISPLAY OF FIREWORKS; PROVIDING FOR SEVERABILITY, CONFLICTS AMONG ORDINANCES, CODIFICATION, AND AN EFFECTIVE DATE.**

- Mayor MacFarlane will read the Ordinance title
- Town Administrator will explain Ordinance 2024-004
- Mayor MacFarlane will open Public Comment and Questions for this item only.
- Mayor MacFarlane will close Public Comment.
- Motion to approve Ordinance 2024-004
- Council Discussion
- Roll Call Vote

**7. Consideration and Recommendation: **Lake Hills - Preliminary Subdivision Plan Submittal****

**OLD BUSINESS**

**NEW BUSINESS**

**8. Consideration and Approval: **Evaluation of Wastewater Liaison Position****

**9. Discussion: **Community Development Districts within PUDs****

**10. Consideration and Approval: **Proclamation - George W. Linn Week** (Celebrating the Creation of George W. Linn Stamp Club in the Town of Howey-in-the-Hills)**

**11. Consideration and Approval: (First Reading) **Ordinance 2024-003 - Land Development Code (LDC) Amendment - Signs****

**12. Consideration and Approval: (First Reading) **Ordinance 2024-005 Capital Improvement Schedule FY2024****

**DEPARTMENT REPORTS**

**13. Town Hall**

**14. Police Department**

**15. Code Enforcement**

**16. Public Works**

**17. Library**

**18. Parks & Recreation Advisory Board / Special Events**

**19. Town Attorney**

**20. Finance Supervisor**

**21. Town Manager**

**COUNCIL MEMBER REPORTS**

**22. Mayor Pro Tem Gallelli**



- 23. Councilor Lehning
- 24. Councilor Miles
- 25. Councilor Lannamañ
- 26. Mayor MacFarlane

**PUBLIC COMMENTS**

*Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker.*

**ADJOURNMENT**

**To Comply with Title II of the Americans with Disabilities Act (ADA):**

Qualified individuals may get assistance through the Florida Relay Service by dialing 7-1-1. Florida Relay is a service provided to residents in the State of Florida who are Deaf, Hard of Hearing, Deaf/Blind, or Speech Disabled that connects them to standard (voice) telephone users. They utilize a wide array of technologies, such as Text Telephone (TTYs) and ASCII, Voice Carry-Over (VCO), Speech to Speech (STS), Relay Conference Captioning (RCC), CapTel, Voice, Hearing Carry-Over (HCO), Video Assisted Speech to Speech (VA-STTS) and Enhanced Speech to Speech.

**Howey Town Hall** is inviting you to a scheduled Zoom meeting.

Topic: **Town Council Meeting**

Time: **Apr 8, 2024 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/89389962997?pwd=yF6avsn37BY2T4tlnP4YA9yOQh05j.1>

Meeting ID: 893 8996 2997

Passcode: 973343

Dial by your location

**+1 646 558 8656 US (New York)**

**+1 346 248 7799 US (Houston)**

Meeting ID: 893 8996 2997

Passcode: 973343

Find your local number: <https://us06web.zoom.us/u/kd7ZO0OrXk>

Please Note: In accordance with F.S. 286.0105: Any person who desires to appeal any decision or recommendation at this meeting will need a record of the proceedings, and that for such purposes may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. The Town of Howey-in-the-Hills does not prepare or provide this verbatim record. Note: In accordance with the F.S. 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact Town Hall, 101 N. Palm Avenue, Howey-in-the-Hills, FL 34737, (352) 324-2290 at least 48 business hours in advance of the meeting.



**Town Council Workshop**  
**February 12, 2024 at 4:00 PM**  
**Howey-in the-Hills Town Hall**  
**101 N. Palm Ave.,**  
**Howey-in-the-Hills, FL 34737**

**MINUTES**

Mayor MacFarlane called the Town Council Meeting to order at 4:00 p.m.  
Mayor MacFarlane led the attendees in the Pledge of Allegiance to the Flag.

**ROLL CALL**

Acknowledgement of Quorum

**MEMBERS PRESENT:**

Councilor Reneé Lannamañ (via Zoom) | Councilor David Miles | Councilor George Lehning |  
Mayor Martha MacFarlane

**MEMBERS EXCUSED ABSENT:**

Mayor Pro Tem Marie V. Gallelli

**STAFF PRESENT:**

Sean O’Keefe, Town Manager | Morgan Cates, Public Works Director | Tom Harowski | Tara Hall, Library  
Director | Fred DeVito, Finance Supervisor | John Brock, Town Clerk

**Motion made by Mayor MacFarlane to allow Councilor Lannamañ to participate and vote remotely during  
this Town Council Workshop; seconded by Councilor Lehning. Motion approved unanimously by voice  
vote.**

**Voting**

**Yea:** Councilor Miles, Councilor Lehning, Mayor MacFarlane

**Nay:** None

**NEW BUSINESS**

1. Discussion: **Capital Improvement Plan (CIP)**

Town Manager, Sean O’Keefe, led a lengthy discussion on the Capital Improvement Plan Schedule. The  
Town Council reviewed potential funding of Library Projects, Police Projects, Municipal Complex and  
Police Station Expansion Projects, Park Projects, Utility Projects, and Public Works Projects.

**PUBLIC COMMENTS**

*Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker.*

**Andi Everline, 1012 N. Lakeshore Blvd.** – Mrs. Everline spoke about Griffin Park and stated that she did not believe it was ADA compliant and she thought that it needed to be fixed.

**ADJOURNMENT**

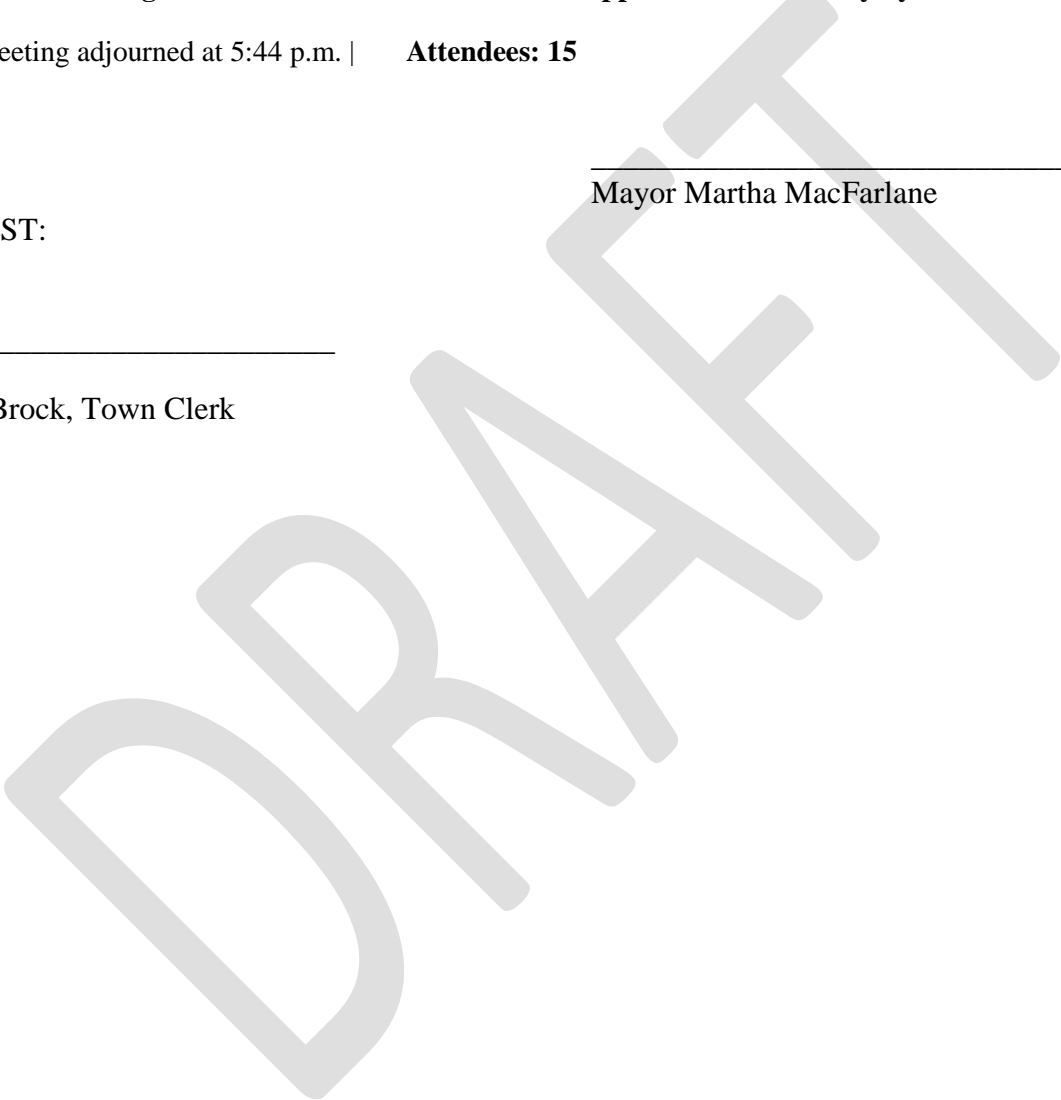
**There being no further business to discuss, a motion was made by Councilor Miles to adjourn the meeting; Councilor Lehning seconded the motion. Motion was approved unanimously by voice vote.**

The Meeting adjourned at 5:44 p.m. | **Attendees: 15**

\_\_\_\_\_  
Mayor Martha MacFarlane

ATTEST:

\_\_\_\_\_  
John Brock, Town Clerk





## Town Council Workshop

March 26, 2024 at 2:00 PM

Howey-in the-Hills Town Hall  
101 N. Palm Ave.,  
Howey-in-the-Hills, FL 34737

### MINUTES

Mayor MacFarlane called the Town Council Meeting to order at 2:00 p.m.

#### ROLL CALL

Acknowledgement of Quorum

#### **MEMBERS PRESENT:**

Councilor Reneé Lannamañ | Councilor David Miles | Councilor George Lehning | Mayor Pro Tem Marie V. Gallelli | Mayor Martha MacFarlane

#### **STAFF PRESENT:**

Sean O’Keefe, Town Manager | Tom Wilkes, Town Attorney | Tom Harowski (Zoom) | John Brock, Town Clerk

#### OLD BUSINESS

1. Discussion: **Land Development Code (LDC) Amendment**

Town Attorney, Tom Wilkes, led a lengthy discussion on amending the Town’s Land Development Code. The Town Council reviewed LDC Policy 7.08.00 through the end of the LDC.

The Town Council asked the Town Planner to present his proposal on High Density Residential (HDR) Zoning during the April 8, 2024, Town Council meeting.

#### PUBLIC COMMENTS

*Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker.*

None

**ADJOURNMENT**

**There being no further business to discuss, a motion was made by Councilor Lehning to adjourn the meeting; Mayor Pro Tem Gallelli seconded the motion. Motion was approved unanimously by voice vote.**

The Meeting adjourned at 3:53 p.m. | **Attendees: 13**

\_\_\_\_\_  
Mayor Martha MacFarlane

ATTEST:

\_\_\_\_\_  
John Brock, Town Clerk

DRAFT



**Date:** April 3, 2024

**To:** Mayor and Town Council

**From:** John Brock, Town Clerk

**Re:** Consideration and Approval: **Annual Selection of Board Chair and Vice-Chair**

**Objective:**

The Town Council needs to ratify the Planning and Zoning Board's choice of its Chair and Vice Chair.

**Summary:**

The Planning and Zoning Board is required to annually select from among its membership a chair and a vice-chair each year during its regularly scheduled March meeting. During the March 28, 2024, Planning and Zoning Board Meeting, the board chose to recommend **Tina St. Clair as its Chair** and **Frances Wagler as its Vice Chair**. It is the Town Council's responsibility to approve these selections.

**Possible Motions:**

*The Town Council has the following options:*

1. The Town Council motions to Approve both the proposed Chair and Vice Chair.  
OR
2. The Town Council motions to Approve either the proposed Chair or Vice Chair while Denying the other.  
OR
3. Motion to Deny both proposed candidates.

**Fiscal Impact:**

N/A

**Staff Recommendation:**

N/A

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**Sec. 48-3. Meetings; voting; officers.**

The Planning and Zoning Commission may adopt such rules and regulations which it deems necessary to carry out the provisions of this chapter. However, the following rules shall apply to the Planning and Zoning Commission:

- A. *Meetings.* The Planning and Zoning Commission shall hold regular meetings at the Town Hall on the fourth Thursday of each month at 6:00 p.m. Special meetings may be called by the chairman, when necessary.
- B. *Voting.* Four members of the Planning and Zoning Commission shall constitute a quorum. However, regardless of the existence of a quorum, any action taken by the Planning and Zoning Commission must be approved by at least three members of the Commission.
- C. *Officers.* The Planning and Zoning Commission shall annually select from among its membership a chairman and a vice-chairman. This annual selection shall occur at the regularly scheduled March meeting and shall be subject to the approval of the Town Council.
- D. *Chairman.* The chairman shall:
  - (1) Preside at all meetings.
  - (2) Call special meetings as he deems necessary.
  - (3) Attest to the accuracy of all minutes of meetings prior to those minutes being submitted to the Town Council.
  - (4) Form subcommittees to assist the Planning and Zoning Commission in the fulfillment of its duties.
- E. *Vice-chairman.* The vice-chairman shall:
  - (1) Ensure that Town Hall staff notices all meetings.
  - (2) Ensure minutes of the Planning and Zoning Commission meetings are prepared by Town Hall staff.
  - (3) Serve as chairman pro-tempore.
- F. *Attendance.* Any member of the Planning and Zoning Commission who misses two regular meetings of the Commission in a row without first providing the notice of the absence to the town clerk or her designee shall be deemed to have resigned his or her membership on the Commission. Additionally, any member of the Commission who misses four regular meetings of the Commission during the course of a calendar year, regardless of whether prior notice was provided to the town clerk or her designee, shall be deemed to have resigned his or her membership on the Commission.

(Ord. No. 117, 2-10-75; Code 1975, § 2-6; Ord. No. 90-205, 11-12-90; Ord. No. 2003-314, §§ 1, 2, 9-8-03; Ord. No. 2009-005, § 2, 3-23-09)

## Library of Professional Services Staff Scoring/Selection

Company	Type of Service
<b>Andreyev Engineering</b>	<b>Environmental Services/Geotechnical</b>
Bentley Group	Civil Engineering; Architectural; Structural
<b>Bio-Tech</b>	<b>Environmental Services/Geotechnical</b>
Black & Veatch	Every Category
Central Testing Laboratory (CTL)	Environmental Services/Geotechnical
CivilSurv	Utilities W/WW/Reclaim; Stormwater; Civil Engineering; Transportation and Traffic Engineering; Surveying
Dewberry	Utilities W/WW/Reclaim; Stormwater; Civil Engineering; Transportation And Traffic Engineering; Landscape Architecture; Architectural; Hydrological Engineering; Structural; Surveying
DMC Dredging & Marine Consultants	Stormwater; Civil Engineering; Dock And Shoreline (Marine)
Forefront	Architectural; Structural
<b>GEO Engineering &amp; Sciences</b>	<b>Environmental Services/Geotechnical (soil testing, etc)</b>
George F. Young	Surveying
Griffey Engineering	Stormwater; Civil Engineering; Transportation And Traffic Engineering
Kimley-Horn	Every Category
NADIC Inc	Environmental Services/Geotechnical (Soil Testing Etc)
SGM Engineering	Mechanical/Electrical
SMW GeoSciences	Environmental Services/Geotechnical (Soil Testing Etc); Hydrological Engineering [Extra Note: SJRWMD CUP Assistance, Well Construction]
<b>Universal Engineering Services</b>	<b>Environmental Services/Geotechnical (Soil Testing Etc)</b>
Woodard & Curran	Utilities W/WW/Reclaim; Stormwater; Civil Engineering; Hydrological Engineering
Wright-Pierce	Utilities W/WW/Reclaim; Stormwater; Mechanical/Electrical; Civil Engineering; Structural

**Not Selected**



Score
76
80
77
85
81
79.8
77
79
81
77
77
98
94
80
84
96
78
80.25
79

cted: Red



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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Bentley Group, Inc.

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Bentley Group, Inc., a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**



The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Bentley Group Inc  
651 W. Warren Ave, Ste 200  
Longwood, FL 32750**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O'Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

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**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
	Mechanical/Electrical
X	Civil Engineering
	Environmental Services /Geotechnical (soil testing etc.)
	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
X	Architectural
	Hydrological Engineering
X	Structural
	Surveying
	Aviation/airport planning, design, engineering

**ATTACHMENT B**

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**SCHEDULE OF FEES**

<b>Bentley Group, Inc.</b>	
<b>Job Title</b>	<b>Hrly Rate</b>
Chief Designer	141.50
Chief Engineer 1	259.18
Chief Engineer 2	252.17
Designer	79.85
Engineer 1	168.11
Engineer 2	203.14
Engineering Intern	126.37
Engineering Technician	98.07
Project Architect	170.92
Senior Architect	217.15
Senior Engineer 1	244.26



## CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

**RFQ 2022-003**

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Black & Veatch

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April, 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Black & Veatch, a company organized and operating under the laws of the State of Florida (the “**Firm**”).

### RECITALS

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

***NOW THEREFORE***, the Town and Firm agree as follows:

#### **1. DESCRIPTION OF SERVICES**



1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS



All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Black & Veatch**  
201 South Orange Avenue, Suite 500  
Orlando, FL 32801

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA**  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
X	Utilities W/WW/Reclaim
X	Stormwater
X	Mechanical/Electrical
X	Civil Engineering
X	Environmental Services /Geotechnical (soil testing etc.)
X	Transportation and Traffic Engineering
X	Landscape Architecture
X	Dock and Shoreline (Marine)
X	Architectural
XX	Hydrological Engineering
X	Structural
X	Surveying
	Aviation/airport planning, design, engineering

## ATTACHMENT B

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### SCHEDULE OF FEES

<b>Labor Category</b>	<b>Hourly Billing Rate<sup>1</sup></b>
Project Manager I	\$235
Project Manager II	\$270
Sr. Project Manager	\$300
Project Director	\$320
Program Manager	\$340
Engineering Intern	\$110
Staff Engineer I	\$130
Staff Engineer II	\$145
Design Engineer	\$160
Engineer (Global Workforce <sup>2</sup> )	\$90
Project / Planning Engineer I	\$185
Project / Planning Engineer II	\$200
Senior Engineer I	\$230
Senior Engineer II	\$260
Sr. Engineer (Global Workforce <sup>2</sup> )	\$160
Engineering Manager	\$235
Senior Engineering Manager	\$290
Principal-In-Charge	\$350
QA/QC Manager	\$327
Technical Writer	\$149
CADD Technician I	\$150
CADD Technician II	\$175
Technician (Global Workforce <sup>2</sup> )	\$78
Engineering Technician	\$173
Senior Engineering Technician	\$203
Accountant	\$142
Sr. Accountant	\$166

<b>Labor Category</b>	<b>Hourly Billing Rate<sup>1</sup></b>
Administrative Support I	\$105
Administrative Support II	\$130
Operations Specialist	\$187
Sr. Operations Specialist	\$262
Project/Program Scheduler	\$200
Project Controls Specialist	\$165
Sr. Project Controls Specialist	\$210
Risk/Construction Mgmt Director	\$350
Resident Inspector I	\$166
Resident Inspector II	\$200
Sr Resident Inspector	\$218
Construction Manager	\$250
Sr. Construction Manager	\$275
Construction Administrator	\$139
Cost Estimator	\$239
Senior Cost Estimator	\$291
Water Treatment Specialist	\$269
Sr. Water Treatment Specialist	\$338
Technical Specialist I	\$259
Technical Specialist II	\$297
Senior Technical Specialist	\$322
Mgmt Consulting - Analyst	\$176
Mgmt Consulting – Sr. Analyst	\$310
Mgmt Consulting - Consultant	\$266
Mgmt Consulting - Manager	\$300
Mgmt Consulting - Principal	\$349



## CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

RFQ 2022-003

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Central Testing Laboratory, Inc.

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April, 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Central Testing Laboratory, Inc, a company organized and operating under the laws of the State of Florida (the “**Firm**”).

### RECITALS

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

***NOW THEREFORE***, the Town and Firm agree as follows:

#### 1. DESCRIPTION OF SERVICES

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and



readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm



must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Central Testing Laboratory, Inc.  
130 Satellite Court  
Leesburg, FL 34748**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
	Mechanical/Electrical
	Civil Engineering
X	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
	Architectural
	Hydrological Engineering
	Structural
	Surveying
	Aviation/airport planning, design, engineering

## ATTACHMENT B

### SCHEDULE OF FEES

<b>Professional Services</b>		<b>Unit</b>	<b>Fee</b>
1	Senior Consultant	Per hour	\$225.00
2	Principal Engineer	Per hour	\$175.00
3	Senior Project Engineer	Per hour	\$145.00
4	Project Engineer	Per hour	\$125.00
5	Assistant Project Engineer	Per hour	\$115.00
6	Senior Engineering Technician	Per hour	\$75.00
7	Engineering Technician	Per hour	\$65.00
8	Technical Secretary	Per hour	\$55.00
<b>Construction Monitoring and Field Testing Services</b>			
9	CEI Senior Inspector	Per hour	\$75.00
10	CEI Inspector	Per hour	\$65.00
11	Senior Engineering Technician	Per hour	\$65.00
12	Engineering Technician	Per hour	\$60.00
13	CTQP Certified Concrete Level 1 Inspector	Per hour	\$60.00
14	CTQP Certified Earthwork Inspector	Per hour	\$60.00
15	CTQP Certified Paving Inspector	Per hour	\$65.00
16	Technical Draftsman	Per hour	\$80.00
<b>I. SOIL INVESTIGATIONS AND TESTING</b>		<b>Unit</b>	<b>Fee</b>
A. Subsurface Soil Investigation			
1. Mobilization of Drilling Equipment:			
	a. Standard truck mount drilling equipment (site accessible)	Lump Sum	\$550.00
	b. Trailered track mount drilling equipment		\$700.00
2. Soil Borings:			
	a. Shallow manual auger borings	linear foot	\$12.00
	b. Power auger borings	linear foot	\$12.00
	c. Standard penetration test (SPT) borings:		
	0 to 50 foot depths	linear foot	\$16.00
	50 to 100 foot depths	linear foot	\$20.00
	100 to 150 foot depths	linear foot	\$25.00
	d. Grout and seal boreholes		
	0 to 50 foot depths	linear foot	\$7.00
	50 to 100 foot depths	linear foot	\$8.00
	100 to 150 foot depths	linear foot	\$9.00
	e. Install casing (4-inch):		
	0 to 50 foot depths	linear foot	\$7.00
	50 to 100 foot depths	linear foot	\$9.00
	100 to 150 foot depths	linear foot	\$12.00
	f. Premium for drilling done with Bombadier, Barge, holiday, weekends or night work time (x) the normal rate		1.50
	g. Support water truck	per day	\$500.00



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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CivilSurv Design Group, Inc.

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and CivilSurv Design Group, Inc., a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the



Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**CivilSurv Design Group, Inc.  
2525 Drane Field Rd, Suite 7  
Lakeland, FL 33811**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
X	Utilities W/WW/Reclaim
X	Stormwater
	Mechanical/Electrical
X	Civil Engineering
	Environmental Services /Geotechnical (soil testing etc)
X	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
	Architectural
	Hydrological Engineering
	Structural
X	Surveying
	Aviation/airport planning, design, engineering



**ATTACHMENT B**

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**SCHEDULE OF FEES**

<b>Job Classification</b>	<b>Hourly Rate</b>
Administrative Assistant	\$80.00
Associate 1	\$85.00
Associate 2	\$105.00
Associate 3	\$125.00
Sr. Associate	\$145.00
Project Manager	\$165.00
Sr. Project Manager	\$195.00
Director	\$225.00
Principal	\$245.00
Expert Witness	\$300.00
Survey Crew	\$180.00
Survey Crew with MOT	\$225.00
SUE Designating Crew	\$200.00
SUE Locations/GPR Crew	\$285.00

**SCHEDULE OF FEES (CONT.)****Direct Expenses**

<b>Photographic Copies</b>	<b>Cost per Unit</b>
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14" or 11"x 17"	\$ 2.00
c) 24"x 36"	\$20.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.25
b) 24"x 36" Blackline	\$ 3.00
c) 30" x 42" Blackline	\$ 3.00
d) 24" x 36" Sepia	\$10.00
e) 24"x 36" Mylar	\$15.00
<b>Laminating/Transparency Film Covers</b>	\$ 3.00
<b>Display Boards</b>	
Mounted (Foam) 30"x 40"	\$45.00
Mounted (Foam) 40"x 60" and larger	\$75.00
3 Ring Binders 1"	\$ 2.50
Dividers (Tabs) Set of 10	\$ 1.00
Acco/GBC Binding	\$ 3.00
Facsimiles	\$ 2.50
Overnight Packages/Courier & Delivery Services	\$25.00 (Estimate, Actual Cost)
Postage: 1 <sup>st</sup> Class	Current US Postal rate
Mileage:	Current IRS Rate

*Note: Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.*



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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Dewberry Engineers, Inc.

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Dewberry Engineers, Inc., a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:



9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Dewberry Engineers, Inc.  
800 North Magnolia Avenue, Suite 100  
Orlando, FL 32803**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O'Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

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**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
	Mechanical/Electrical
	Civil Engineering
	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
X	Landscape Architecture
	Dock and Shoreline (Marine)
X	Architectural
X	Hydrological Engineering
	Structural
X	Surveying
	Aviation/airport planning, design, engineering

## ATTACHMENT B

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### SCHEDULE OF FEES

Labor Category	Low	High
Admin I	\$64.94	\$78.48
Admin II	\$102.88	\$124.34
CADD Tech I	\$80.30	\$97.04
CADD Tech II	\$102.34	\$123.68
Cadd Tech Mgr	\$135.00	\$163.17
Eng I	\$109.01	\$131.74
Eng II	\$126.57	\$152.98
Eng III	\$141.31	\$170.78
Eng IV	\$153.60	\$185.64
Eng V	\$194.72	\$235.33
Eng VI	\$220.31	\$266.27
Eng VII	\$253.93	\$306.90
Eng VIII	\$272.81	\$329.71
Eng IX	\$326.17	\$394.20
GIS II	\$98.08	\$118.54
GIS III	\$103.26	\$126.80
GIS IV	\$110.21	\$136.20
GIS V	\$140.70	\$170.04
GIS VI	\$187.85	\$227.03
GIS VII	\$267.93	\$323.81
Prof I	\$91.88	\$111.05
Prof II	\$116.21	\$140.46
Prof III	\$146.35	\$176.87
Prof IV	\$166.35	\$201.05
Prof V	\$190.72	\$230.50
Prof VI	\$223.33	\$269.92
Prof VII	\$239.99	\$290.05
Prof VIII	\$269.04	\$325.15
Principal	\$340.49	\$411.49
Survey Field Crew (2 people)	\$175.00	\$211.50
Survey Field Crew (3 people)	\$230.00	\$277.98





**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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Dredging & Marine Consultants

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April, 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Dredging & Marine Consultants, a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than



the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Dredging & Marine Consultants  
131 West Main Street  
Tavares, FL 32778**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
	Mechanical/Electrical
X	Civil Engineering
	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
	Landscape Architecture
X	Dock and Shoreline (Marine)
	Architectural
	Hydrological Engineering
	Structural
	Surveying
	Aviation/airport planning, design, engineering

**ATTACHMENT B**

**SCHEDULE OF FEES**

<b><u>Project Staff</u></b>	<b><u>Hourly Rate</u></b>
Principal/Senior Manager.....	\$180.00
Associate Principal Engineer & Scientist.....	\$165.00
Project Manager.....	\$135.00
Senior Professional.....	\$125.00
Engineering Professional.....	\$110.00
Environmental Professional.....	\$95.00
Support Technical Engineering/Environmental Professional.....	\$80.00
<b><u>Technical Support Staff</u></b>	
CADD Technician.....	\$85.00
Grants Management.....	\$80.00
Administrative / Accounting.....	\$60.00
<b><u>Construction Inspection / Administration</u></b>	
Construction Manager.....	\$110.00
Senior Resident Inspector.....	\$90.00
Environmental/Construction Inspector.....	\$80.00
Field Technician.....	\$75.00
<b><u>Equipment Expenses</u></b>	
Jon Boat (per day).....	Cost
Turbidity Meter/Standards (per day).....	\$150.00
Sediment Sampler (per day).....	\$150.00
Subcontractor and Reimbursable Expenses.....	Cost
*Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses).....	1.5 x Hourly Rate



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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Forefront Architecture + Engineering

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April, 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Forefront Architecture + Engineering, a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of



fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

**9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

**9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:



- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Forefront Architecture + Engineering  
1230 Oakley Seaver Dr, U 100  
Clermont, FL 34711**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
	Mechanical/Electrical
	Civil Engineering
	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
X	Architectural
	Hydrological Engineering
X	Structural
	Surveying
	Aviation/airport planning, design, engineering

## ATTACHMENT B

### SCHEDULE OF FEES

#### Billing Rates – Architecture Design and Engineering

Personnel / Discipline	Licensure & Certification	Billable Hourly Rate
Principals	Not Required	\$225.00
Architect Level 2	Registered Architect	\$180.00
Architect Level 1	Registered Architect	\$145.00
Senior Designer	Not Required, Senior Level Experience	\$120.00
Designer or Specialist Level 4	Not Required, 5+ Years of Experience	\$110.00
Designer or Specialist Level 3	Not Required, 3+ Years of Experience	\$100.00
Designer or Specialist Level 2	Not Required	\$90.00
Designer or Specialist Level 1	Not Required	\$80.00
Senior Project Manager	Not Required	\$125.00
Project Manager	Not Required	\$100.00
BIM Manager	Not Required	\$120.00
BIM Specialist	Not Required	\$100.00
BIM Modeler	Not Required	\$80.00
CAD Technician Level 3	Not Required	\$90.00
CAD Technician Level 2	Not Required	\$80.00
CAD Technician Level 1	Not Required	\$75.00
Administrative or Clerical	Not Required	\$45.00

#### Billing Rates – Structural Design and Engineering (MEP, Civil, and Landscape Design)

Personnel / Discipline	Licensure & Certification	Billable Hourly Rate
Principal Engineer	Registered Engineer	\$190.00
Senior Engineer	Registered Engineer	\$165.00
Engineer Level 2	Registered Engineer	\$145.00
Engineer Level 1	Registered Engineer	\$125.00
Senior Designer	Not Required, Senior Level Experience	\$120.00
Designer or Specialist Level 4	Not Required, 5+ Years of Experience	\$110.00
Designer or Specialist Level 3	Not Required, 3+ Years of Experience	\$100.00
Designer or Specialist Level 2	Not Required	\$90.00
Designer or Specialist Level 1	Not Required	\$80.00
Senior Project Manager	Not Required	\$125.00
Project Manager	Not Required	\$100.00
BIM Manager	Not Required	\$120.00
<b>BIM</b> Specialist	Not Required	\$100.00
BIM Modeler	Not Required	\$80.00
CAD Technician Level 3	Not Required	\$90.00
CAD Technician Level 2	Not Required	\$80.00
CAD Technician Level 1	Not Required	\$75.00
Administrative or Clerical	Not Required	\$45.00



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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George F. Young, Inc.

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April, 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and George F. Young, Inc., a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.



8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

**9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

**10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

**11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**George F. Young, Inc.  
2 North 1<sup>st</sup> Street Suite 205  
DeBary, FL 32713**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_



Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
	Mechanical/Electrical
	Civil Engineering
	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
	Architectural
	Hydrological Engineering
	Structural
X	Surveying
	Aviation/airport planning, design, engineering

**ATTACHMENT B**

**SCHEDULE OF FEES**

<b>Surveying &amp; Mapping</b>	<b>Rate</b>	<b>Civil Engineering</b>	<b>Rate</b>	<b>Structural Engineering</b>	<b>Rate</b>
Principal Surveyor	\$245.00	Principal Engineer	\$250.00	Principal Structural	\$240.00
Surveyor III	\$220.00	Engineer III	\$220.00	Structural III	\$210.00
Surveyor II	\$185.00	Engineer II	\$175.00	Structural II	\$170.00
Surveyor I	\$140.00	Engineer I	\$130.00	Structural I	\$130.00
<b>Building Info Modeling</b>	<b>Rate</b>	<b>GIS</b>	<b>Rate</b>	<b>Project Staff</b>	<b>Rate</b>
BIM III	\$185.00	Geospatial Project Mgr	\$185.00	Principal	\$250.00
BIM II	\$150.00	Geospatial Analyst III	\$160.00	Project Coordinator III	\$130.00
BIM I	\$120.00	Geospatial Analyst II	\$135.00	Project Coordinator II	\$100.00
		Geospatial Analyst I	\$115.00	Project Coordinator I	\$85.00
<b>Traffic Engineering</b>	<b>Rate</b>	<b>Technical Staff Designers</b>	<b>Rate</b>	<b>Survey Crews **</b>	<b>Rate</b>
Principal Traffic Eng.	\$250.00	Designer III	\$155.00	4 Person Crew	\$340.00
Traffic Engineer III	\$220.00	Designer II	\$140.00	3 Person Crew	\$270.00
Traffic Engineer II	\$175.00	Designer I	\$110.00	2 Person Crew	\$200.00
Traffic Engineer I	\$130.00			1 Person Crew	\$120.00
<b>Technicians</b>	<b>Rate</b>	<b>CEI Inspectors</b>	<b>Rate</b>	<b>Ecology</b>	<b>Rate</b>
Technician III	\$120.00	Inspector III	\$170.00	Principal Ecologist	\$215.00
Technician II	\$110.00	Inspector II	\$150.00	Senior Ecologist	\$155.00
Technician I	\$90.00	Inspector I	\$125.00	Ecologist	\$120.00

**\*\*Rates include transportation within a fifty (50) mile radius of office and basic equipment.**

**\*\*Rates do NOT include specialty equipment including boats. See equipment rates below.**

<b>Subsurface Utility Designation and Location</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
Location Vac. Truck and Crew	\$2,915.00	Per Day	Principal Utility Manager \$225.00
Designation Truck and Crew including GPR	\$2,814.00	Per Day	Sr. Utility Project Manager \$170.00
Ground Penetrating Radar (GPR) with Operator	\$1,836.00	Per Day	Utility Project Manager \$135.00
Mobilization/Demobilization	\$400.00	Per Day	Chief Utility Coordinator \$200.00
Maintenance of Traffic (MOT)***	\$500.00	Per Day	Sr. Utility Coordinator \$160.00
			Utility Coordinator \$135.00

**\*\*\*Actual MOT Fee to be negotiated for each project based upon field conditions**

<b>Specialty Survey Equipment</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
24 Foot Survey Boat	\$1,000.00	Per Day	ATV (4-wheel drive) \$250.00 Per Day
14 Foot or 17 Foot Survey Boat	\$500.00	Per Day	EchoSounder \$100.00 Per Day
Air Boat	\$500.00	Per Day	Trimble DGPS with Hypack \$250.00 Per Day
			Static Laser Scanner \$680.00 Per Day
Specialty Services	Rate		Rate
Drone Remote Pilot	\$200.00	Per Hour	Drone Visual Observer \$80.00 Per Hour

<b>Legal Assistance</b>	<b>Rate</b>
Engineering Preparation and/or Testimony	\$350.00
Survey Preparation and/or Testimony	\$315.00



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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Griffey Engineering, Inc.

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Griffey Engineering, Inc., a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the



Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Griffey Engineering, Inc.  
36202 E Eldorado Lake Dr.  
Eustis, FL 32736**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
X	Stormwater
	Mechanical/Electrical
X	Civil Engineering
	Environmental Services /Geotechnical (soil testing etc)
X	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
	Architectural
	Hydrological Engineering
	Structural
	Surveying
	Aviation/airport planning, design, engineering



## ATTACHMENT B

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### SCHEDULE OF FEES

<b>LABOR CATEGORY</b>	<b>RATE</b>
Professional Engineer	\$200.00/hour
CAD Designer	\$100.00/hour
Construction Inspector	\$75.00/hour

<b>NON-LABOR CATEGORY</b>	<b>RATE</b>
Prints/Plots	\$2.50/sheet
Copies	\$0.10/page
Mileage	\$0.67/mile
Courier/Express/Postage	At Cost
Subconsultant	At Cost



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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Kimley-Horn

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Kimley-Horn, a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

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The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

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4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**



The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Kimley-Horn**  
200 S Orange Ave, Suite 600  
Orlando, FL 32801

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA**  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
X	Utilities W/WW/Reclaim
X	Stormwater
X	Mechanical/Electrical
X	Civil Engineering
X	Environmental Services /Geotechnical (soil testing etc)
X	Transportation and Traffic Engineering
X	Landscape Architecture
X	Dock and Shoreline (Marine)
X	Architectural
X	Hydrological Engineering
X	Structural
X	Surveying
	Aviation/airport planning, design, engineering

**ATTACHMENT B**

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**SCHEDULE OF FEES**

<u>Classification</u>	<u>Rate</u>
Analyst	\$140 - \$185
Professional	\$180 - \$240
Senior Professional I	\$235 - \$320
Senior Professional II	\$310 - \$340
Senior Technical Support	\$150 - \$250
Support Staff	\$105 - \$135
Technical Support	\$135 - \$165

Effective through June 30, 2024; Subject to adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

\_\_\_\_\_

[ name of Firm ]

\_\_\_\_\_

This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Nadic Engineering Services, Inc., a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**



1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS



All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Nadic Engineering Services, Inc.  
601 N Hart Blvd  
Orlando, FL 32818**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
	Mechanical/Electrical
	Civil Engineering
X	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
	Architectural
	Hydrological Engineering
	Structural
	Surveying
	Aviation/airport planning, design, engineering

**ATTACHMENT B**

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**SCHEDULE OF FEES**

<b>Professional Services</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Principal Engineer	Hour	\$236.30	Engineer Intern	Hour	\$79.35
Chief Engineer	Hour	\$236.30	Senior Engineering Technician	Hour	\$81.57
Chief Geologist	Hour	\$199.70	Engineering Technician II	Hour	\$67.28
Senior Engineer	Hour	\$199.70	Senior CADD/GIS Support	Hour	\$90.94
Senior Geologist	Hour	\$170.19	CADD/GIS Specialist	Hour	\$79.50
Project Engineer	Hour	\$170.19	Contract Coordinator	Hour	\$104.98
Engineer/Geologist	Hour	\$108.42	Secretary	Hour	\$59.92
Project Manager	Hour	\$170.19	Certified Welding Inspector	Hour	113.26

<b>Field Services</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Truck Rig Mobilization	Hour	\$550.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	Hour	\$250.00
Mud Bug Rig Mobilization	Hour	\$750.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	Hour	\$325.00
CPT Rig Mobilization	Hour	\$1,150.00	Drill Rig and Crew – B/T/A (3 person)	Hour	\$525.00
Track Rig Mobilization	Each	\$3,000.00	Field Permeability (0 – 10 ft) – Truck	Each	\$430.00
Barge/Amphibious Mobilization - Crane	Each	\$15,000.00	Field Permeability (10 – 25 ft) – Truck	Each	\$500.00
Barge/Amphibious Mobilization - Ramp	Each	\$12,500.00	Field Vane Shear Strength	Each	\$500.00
Barge (without labor)	Day	\$3,000.00	Hand Auger Boring with DCP	Foot	\$25.00
Soil Survey/Concrete Coring/GPR Mobilization	Each	\$400.00	Double Ring Infiltrometer	Each	\$600.00

Tripod Rig Mobilization	Each	\$2,500.00	Direct Push Well Materials	Foot	\$35.00
Support Boat Mobilization	Each	\$550.00	Two-inch Monitoring Well (0 – 50 ft) –	Foot	\$40.00
Direct Push Rig and Crew	Day	\$1,500.00	Two-inch Monitoring Well (50 – 100 ft) –	Foot	\$49.70
Tripod Rig and Crew	Day	\$3,000.00	Well Development	Hour	\$190.00
Support Truck	Hour	\$120.00	Equipment Decontamination	Hour	\$190.00
Support Boat	Day	\$250.00	Well Completion (flush mount)	Each	\$300.00
Support Airboat	Day	\$550.00	Well Completion (above ground)	Each	\$350.00
Coring Machine	Day	\$400.00	Pavement Cores (no MOT w/ base check)	Each	\$280.00
GPS Unit	Day	\$100.00	Pavement Cores (no MOT w/o base check)	Each	\$220.00
Clearing Equipment	Day	\$2,000.00	Roadway Pavement Cores (day with MOT)	Each	\$350.00
Chainsaw	Day	\$65.00	Roadway Pavement Cores (night with MOT)	Each	\$440.00
Backhole	Day	\$600.00	MOT Portable Lighting	Each	\$160.00
Steam Cleaner	Day	\$150.00	MOT Portable Safety Signs	Day	\$65.00
Soil Survey/Coring Crew (2 person)	Hour	\$190.00	MOT Channelization Cones (each)	Day	\$6.00
Soil Survey/Coring Crew (3 person)	Hour	\$280.00	MOT Attenuator Truck	Hour	\$270.00
Ground Penetrating Radar (2 person)	Hour	\$400.00	MOT Arrow Board	Day	\$120.00
Temporary Piezometer	Hour	\$35.00	MOT Traffic Control Officer	Hour	\$85.00

<b>Construction Materials Testing Field Services</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Materials Testing/ sampling/ or Observations	Hour	\$70.00	In-Place Density Tests (Min. 4 per trip)	Each	\$30.00
Rebound Hammer Testing	Hour	\$75.00	Soil-Cement Sampling	Hour	\$70.00
Windsor Probes, Set of 3	Set	\$50.00	Minimum Trip Charge	Trip	\$120.00
Paint Thickness Testing	Hour	\$75.00	Floor Flatness Survey	Day	\$700.00

Soil/Sediment/Surface Water/Groundwater Sampling Equipment					
Item	Unit	Cost	Item	Unit	Cost
Core Sampler	Day	\$10.00	Organic Vapor Analyzer	Day	\$160.00
Dredge Sediment Sampler	Day	\$30.00	Multi-Parameter Water Quality	Day	\$150.00
Decontamination Station (hand sampling)	Day	\$20.00	Turbidity Meter	Day	\$50.00
Peristaltic Pump	Day	\$50.00	Dissolved Oxygen Meter	Day	\$50.00
Submersible Pump w/ Variable Speed	Day	\$200.00	Photoionization Detector	Day	\$160.00
Centrifugal Pump	Day	\$75.00	pH Meter w/ Calibration Kit	Day	\$50.00
100 ft Water Level Meter	Day	\$40.00	Poly Sample Tubing	Foot	\$1.50
100 ft Oil/Water Interface Probe	Day	\$100.00	Silicon Pump Tubing (Peristaltic)	Foot	\$3.50
Expendable Sampling Equipment	Day	\$65.00	Flow-Through Filtration	each	\$30.00
Expendable Point	Each	\$15.00	Miscellaneous Supplies	day	\$65.00

Truck Drill Rig Unit Rates	Depth (ft):	0-50	50-100	100-150	150-200	200-250
SPT Borings – Truck	Foot	\$17.50	\$20.00	\$28.00	\$36.00	\$52.00
Auger/Rotary Wash Borings – Truck	Foot	\$13.00	\$15.00	\$18.00	\$22.00	\$28.00
CPT Soundings – Truck	Foot	\$16.00	\$18.00	\$20.50	\$22.00	\$24.00
HW Rock Coring – Truck	Foot	\$50.00	\$52.00	\$55.00	\$58.50	\$63.00
3-inch Casing – Truck	Foot	\$11.00	\$13.60	\$18.00	\$21.00	\$24.00
4-inch Casing – Truck	Foot	\$13.00	\$16.00	\$21.00	\$25.00	\$27.00
Borehole Grouting - Truck	Foot	\$8.00	\$8.50	\$10.50	\$12.60	\$14.00
Extra SPT Samples – Truck	Each	\$50.00	\$56.00	\$75.00	\$100.00	\$125.00
Undisturbed Samples – Truck	Each	\$220.00	\$250.00	\$300.00	\$350.00	\$400.00

Mud Bug Drill Rig Unit Rates	Depth (ft):	0-50	50-100	100-150	150-200	200-250
SPT Borings – Mud Bug	Foot	\$22.00	\$24.50	\$40.00	\$52.50	\$68.50

Auger/Rotary Wash Borings – Mud Bug	Foot	\$16.00	\$18.50	\$24.00	\$28.50	\$35.50
CPT Soundings – Mud Bug	Foot	\$19.00	\$22.00	\$24.00	\$26.50	\$29.00
HW Rock Coring – Mud Bug	Foot	\$65.00	\$72.00	\$80.00	\$90.50	\$102.50
3-inch Casing – Mud Bug	Foot	\$12.50	\$15.00	\$20.50	\$24.00	\$28.50
4-inch Casing – Mud Bug	Foot	\$15.00	\$18.50	\$24.00	\$28.00	\$32.00
Borehole Grouting - Mud Bug	Foot	\$9.50	\$10.50	\$11.50	\$13.60	\$15.00
Extra SPT Samples – Mud Bug	Each	\$60.50	\$72.00	\$102.50	\$145.00	\$168.00
Undisturbed Samples – Mud Bug	Each	\$255.00	\$285.00	\$355.00	\$415.00	\$500.00

Field Services					
Item	Unit	Cost	Item	Unit	Cost
Soils Particle Size Anlys AASHTO T88	test	\$120.00	Consolidation - Constant Strain ASTM D4186	test	\$650.00
Soils Materials Finer than 200 Sieve FM 1-T011	test	\$55.00	Consol-Extended Load AASHTO T216	each	\$130.00
Sieve Analysis – Aggregate ≤ 1-inch	test	\$200.00	Consol-Addtl Incrmnts AASHTO T216	each	\$100.00
**Sieve Analysis – Aggregate > 1-inch	test	\$200.00	Triaxial Shear Strength CD ASTM D7181	test	\$600.00
Soils Moisture Content Lab AASHTO T265	test	\$18.50	Triaxial CU Test AASTO T297/ASTM D4767	test	\$550.00
Soils Moisture Content Microwave AASHTO D46	test	\$24.00	Triaxial UU Test AASHTO T296/ASTM D2850	test	\$550.00
Hydrometer Only AASHTO T88	test	\$145.00	Pocket Penetrometer/Torvane Shear Strength	test	\$24.00
Soils Organic Content Ignition FM 1 T-267	test	\$55.00	Proctor Standard/Modified	test	\$140.00
Soils Plastic Limit AASHTO T90	test	\$55.00	Proctor Standard/Modified (Aggregate)	test	\$180.00
Soils Liquid Limit AASHTO T89	test	\$55.00	Limerock Bearing Ratio (LBR) FM 5-515	test	\$380.00



Soils Specific Gravity AASHTO T100	test	\$85.00	California Bearing Ratio	test	\$380.00
Soils Corrosion Series FM 5-550 through 5-553	Test	\$215.00	Florida Bearing Value	Test	\$70.00
Unit Weight Determination	Test	\$50.00	Asphalt Extraction-Gradation	Test	\$370.00
Soils Shrinkage Factor AASHTO T92	Test	\$110.00	Compressive Strength Tests:		
Split Tensile Strgth of Rock Cores ASTM D3967	test	\$150.00	Concrete Cylinders	set of 4	\$100.00
Aggregate Specific Gravity/Absorption Coarse	test	\$90.00	Soil Cement Specimens	set of 3	\$100.00
Unconfined Compression – Soil	test	\$200.00	Mortar Cubes	set of 3	\$100.00
Unconfined Compression – Rock	test	\$155.00	Grout Prisms	set of 4	\$100.00
**Los Angeles Abrasion	test	\$440.00	**Soundness _ Magnesium	test	\$100.00
Carbon Content Determination	test	\$110.00	Bulk Density/Void Content-Aggregate	test	\$75.00
Flexible Wall Permeability ASTM D5084	test	\$430.00	Permeability Falling Head FM 5-513	test	\$350.00
Permeability Constant Head AASHTO T215	test	\$350.00	Permeability with back presure	test	\$450.00

#### Contamination Testing Laboratory Services

Item	Unit	Cost	Item	Unit	Cost
EPA 8260 (VOC) Water	test	\$226.50	EPA 6010/6020 -TCLP or SPLP	Test	\$226.00
EPA 8270 (PNA) Water & Soil	test	\$285.00	EPA 418.1 (ETPH) Soils	Test	\$185.00
RCRA 8 Metals (Water/Soil)	test	\$200.00	EPA 8082 (PCB) Soils	Test	\$92.00
Lead - Dissolved	test	\$40.00	Herbicide/Pesticide Group (Water/Soil)	Test	\$450.00
FL-PRO (TPH) - Water & Soil	test	\$185.00	Gasoline/Kerosene Group (Water)	Test	\$400.00

EPA 200.7 per metal	test	\$125.00	Gasoline/Kerosene Group (Soil)	Test	\$350.00
SM 5310B (TOC)	test	\$54.00	Used Oil Group (Water)	Test	\$820.00
SM 3300N (Hexavalent Chromium)	test	\$80.00	Used Oil Group (Soil)	Test	\$760.00
EPA 1664 (TRPH)	test	\$196.00	Arsenic (Water/Soil)	Test	\$30.00
EPA 1631 low-level mercury	test	\$250.00			

\* 50% Surcharge for Night/Weekend Work

\*\* Additional Sample Preparation time based on Sample Size



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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SGM Engineering, Inc.

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and SGM Engineering, Inc., a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:



9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**SGM Engineering, Inc.  
935 Lake Baldwin Ln  
Orlando, FL 32814**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
X	Mechanical/Electrical
	Civil Engineering
	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
	Architectural
	Hydrological Engineering
	Structural
	Surveying
	Aviation/airport planning, design, engineering

**ATTACHMENT B**

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**SCHEDULE OF FEES**

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$266.41
Project Manager	\$254.70
Senior Project Engineer	\$160.79
Engineer	\$154.26
Sr. Designer	\$130.74
Designer	\$111.27
Construction Administrator	\$116.76
CADD Operator	\$101.58
Office Administrator	\$84.10





**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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SMW GeoSciences, Inc.

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and SMW GeoSciences, Inc., a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

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1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than



the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**SMW GeoSciences, Inc.  
1028 W. New Hampshire St.  
Orlando, FL 32804**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
	Mechanical/Electrical
	Civil Engineering
X	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
	Architectural
X	Hydrological Engineering
	Structural
	Surveying
	Aviation/airport planning, design, engineering

**ATTACHMENT B**

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**SCHEDULE OF FEES**

The Town will be provided with proposals for requested services with the fees for services clearly identified. Typically, these proposals will provide a fixed fee per task with a total fee not to exceed for all tasks and services identified in the proposal.

However, when requested services are not included in an approved proposal, the following hourly rates may be applied for time spent by Professionals for meeting attendance, project coordination and general consultation services.

Principal Professional Engineer	\$230.00/hour
Principal Professional Geologist	\$230.00/hour
Professional Engineer/Manager	\$195.00/hour
Professional Geologist/Manager	\$190.00/hour
Project Engineer/Geologist	\$175.00/hour
Wetlands Biologist	\$180.00/hour
Environmental Specialist/Field Tech	\$90.00/hour
Administrative Assistant	\$75.00/hour
CADD/GIS Technician	\$85.00/hour
<b>Additional</b>	
Expenses:	cost + 20%
Subcontractors	cost + 20%
Mileage	54¢ /mile

All Invoices will be due and payable within 30 days of receipt.



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

\_\_\_\_\_  
Woodard & Curran  
\_\_\_\_\_

This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Woodard & Curran, a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

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1.6 The Firm will be compensated for its work under a task order under the schedule of



fees in **Attachment B** to this Agreement.

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## **3. FIRM'S KEY PERSONNEL**

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## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:



- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Woodard & Curran  
1511 North Westshore Blvd, Suite 420  
Tampa, FL 33607**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
X	Utilities W/WW/Reclaim
	Stormwater
	Mechanical/Electrical
X	Civil Engineering
	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
	Architectural
X	Hydrological Engineering
	Structural
	Surveying
	Aviation/airport planning, design, engineering

## ATTACHMENT B

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### SCHEDULE OF FEES

STAFF TYPE	HOURLY RATE
Project Assistant	\$115
Drafter	\$131
Designer / Engineer 1 / Planner 1 / Technical Specialist 1	\$162
Engineer 2 / Planner 2 / Technical Specialist 2	\$173
Engineer 3 / Planner 3 / Senior Designer / Technical Specialist 3	\$189
Project Engineer 1 / Project Planner 1 / Project Technical Specialist 1	\$199
Project Engineer 2 / Project Planner 2 / Project Technical Specialist 2	\$210
Project Manager 1 / Technical Manager 1	\$220
Project Manager 2 / Technical Manager 2	\$241
SCADA Service Manager / Senior Project Manager / Senior Technical Manager	\$262
Senior Technical Leader	\$267
National Practice Leader	\$278

#### EXPENSES

Travel	\$0.67 / mile
Other Direct Costs	At Cost Plus 10%
Subconsultants/Subcontractors	At Cost Plus 10%

#### NOTES

Mileage rate will change as the federal allowable rate is modified.



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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Wright-Pierce

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Wright-Pierce, a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

**NOW THEREFORE**, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## 6. RESERVED

## 7. PATENT FEES AND ROYALTIES

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## 8. INDEMNIFICATION

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.



8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## 9. INSURANCE REQUIREMENTS

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### 9.1 General Requirements

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

### **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than

the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## 12. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Wright-Pierce  
601 S Lake Destiny Dr. #290  
Maitland, FL 32751**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_



Sean O’Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
X	Mechanical/Electrical
X	Civil Engineering
	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
	Architectural
	Hydrological Engineering
X	Structural
	Surveying
	Aviation/airport planning, design, engineering

## ATTACHMENT B

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### SCHEDULE OF FEES

#### ]Burdened Rates for March 2024 through February 2029

Job Classification	Burdened Hourly Rate
Principal in Charge	\$396.12
Collaborative Delivery Specialist	\$324.69
Technical Advisor	\$296.00
QA/QC Manager	\$316.23
Senior Project Manager	\$296.00
Project Manager	\$260.84
Lead Project Engineer	\$290.02
Senior Civil Engineer	\$311.92
Civil Engineer	\$292.36
Senior Instrumentation Engineer	\$296.71
Instrumentation Engineer	\$183.12
Senior Electrical Engineer	\$286.65
Electrical Engineer	\$269.69
Senior Structural Engineer	\$330.45
Structural Engineer	\$311.10
Senior Project Engineer	\$272.76
Senior Architect	\$265.38
Architect	\$164.14
Project Engineer III	\$197.27
Project Engineer II	\$185.49
Project Engineer I	\$162.41
Engineering Intern	\$110.25
Senior Resident Project Representative	\$179.37
Resident Project Representative	\$171.27
Senior CADD Operator	\$176.55
CADD Operator	\$158.91
Field Services Manager	\$179.37
Field Service Technician	\$149.63
GIS Analyst	\$151.86
Sr GIS Analyst	\$174.35
Sr. Administrative Assistant	\$140.52

Administrative Assistant	\$102.08
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### Equipment Rates

Equipment Name	Rate
Enterprise Database/WP Raindrop (per meter or rain gauge one time charge either app used)	\$38/per each site
Liquid Smoke (0.5gal/1000 lf)	\$90 per gal
Field Truck w/ Standard Field equipment (includes fuel)	\$520/day
<i>Gas can be by receipt or add \$90/day to above</i>	\$97/day
Manhole Scans (RinnoVision/Phoenix/Pioneer)	\$18/Manhole
As needed Field Service (Truck, 2-person crew, std equip)	\$2,901.92 per 8-hr Day
<i>Software Use - WP Toolbelt/InfoAsset/SWMM, WaterGems, WinCan, modeling/AM) per unit (manhole, valve, pipe segments, hydrants, nodes)</i>	
• Asset Analysis Software - Less than 100	\$500/year
• Asset Analysis Software - 100 to 250	\$1,000/year
• Asset Analysis Software - 250 to 500	\$1,500/year
Asset Analysis Software - 500 to 750	\$3,000/year
Asset Analysis Software - 750 or More	\$5,000/year
<i>Flow Meters and Rain Gauge's:</i>	
• Area Velocity Flow Meter	\$38/day
• Non-Contact Meters	\$55/day
• Rain Gauges	\$22/day
• GPS - Trimble unit	\$150/day; \$600/week; \$1800/month
• Drone - Matrice 210 (Equipment Cost)	\$500/ hour
• Drone - Mavic 2 Pro (Equipment Cost)	\$100/hour
• Drone - Mavic 3 (Equipment Cost)	\$100/hour

**ORDINANCE NO. 2024 - 004**

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO FIREWORKS; CREATING CHAPTER 93 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “FIREWORKS”; DECLARING FINDINGS OF THE TOWN COUNCIL; PROVIDING DEFINITIONS; SPECIFYING UNLAWFUL ACTS; SPECIFYING THE CONDITIONS AND REQUIREMENTS UNDER WHICH THE TOWN MAY GRANT A PERMIT FOR A PUBLIC DISPLAY OF FIREWORKS; PROVIDING FOR SEVERABILITY, CONFLICTS AMONG ORDINANCES, CODIFICATION, AND AN EFFECTIVE DATE.**

**Be It Ordained by the Town Council of the Town of Howey-in-the-Hills, Florida:**

**Section 1.** The title of Chapter 93 of the Code of Ordinances for the Town of Howey-in-the-Hills, Florida, is revised to read “Fireworks.” Reference to Article I of Chapter 93 is deleted.

**Section 2.** Sections 93-1, 93-2, and 93-3 of the town code are created to read:

**Sec. 93-1. General.**

**A. Town Council findings.** The Town Council finds that the Town of Howey-in-the-Hills is predominately a residential town, with few nonresidential properties. The detonation and explosion of fireworks within the Town’s boundaries, whether by untrained individuals or by persons trained in the Code of Fireworks Display approved by the American National Standards Institute, can impose material risks to public safety and property. For that reason the detonation of fireworks is subject to the prohibitions and restrictions of this chapter.

**B. Definitions.** In this chapter “fireworks” and other terms have the meanings ascribed to them in Chapter 791 of Florida Statutes. “Pyrotechnics” means

1 “fireworks.” The phrase “public display of managed pyrotechnics” has the  
2 same meaning as the phrase in Chapter 791 “public display of fireworks”.  
3

4 **Sec. 93-2. Unlawful acts.** It is unlawful to use, detonate, or explode  
5 fireworks within the boundaries of the town at any time other than the following:

- 6 1. New Year’s Eve, December 31, between 5:00 P.M. and 12:30  
7 A.M.;
- 8 2. New Year’s Day, January 1, between 4:00 P.M. and 10:00 P.M.;
- 9 and
- 10 3. Independence Day, July 4, between 4:00 P.M. and 10:00 P.M.  
11

12 **Sec. 93-3. Public displays of managed pyrotechnics.** A permit for the privilege  
13 of conducting within the boundaries of the town a supervised public display of  
14 managed pyrotechnics may be granted, but only under the following conditions:

15 A. By written resolution or by motion and vote the Town Council has  
16 authorized conducting public displays of managed pyrotechnics and has not  
17 rescinded its authorization; and  
18

19 B. The public display will occur only on one of the three dates, and only during  
20 the times, specified in section 93-2. Notwithstanding the foregoing, a public  
21 display of managed pyrotechnics may be conducted on a different date or at  
22 a different time upon its approval either by written resolution or by express  
23 motion and vote by the Town Council; and  
24

25 B. As contemplated under section 791.012 of Florida Statutes, the public  
26 display of managed pyrotechnics will be governed by and conducted in full  
27 and strict compliance with the requirements of the National Fire Protection  
28 Association (NFPA) 1123, Code for Fireworks Display, 1995 Edition,  
29 approved by the American National Standards Institute; and  
30

31 C. As contemplated under section 791.02 of Florida Statutes, both the town’s  
32 police chief and the county fire chief determine that the operator is  
33 competent to conduct the managed pyrotechnics display; and  
34

- 1 D. As contemplated under section 791.02 of Florida Statutes, the county fire  
2 chief determines that the managed pyrotechnics display is of such a nature  
3 and will be so located, discharged, and fired as, in the fire chief’s opinion  
4 after proper inspection, will not be hazardous to property and will not  
5 endanger persons; and  
6
- 7 E. The operator of the public display of managed pyrotechnics complies with  
8 all conditions, requirements, and safety precautions imposed by both the  
9 police chief and the county fire chief; and  
10
- 11 F. The operator of the public display of managed pyrotechnics pays to the  
12 town, before the display occurs, all costs incurred and estimated to be  
13 incurred by the town and the county in connection with the public display;  
14 and  
15
- 16 G. The town clerk issues the permit for the public display, but only after  
17 confirmation from the police chief and the fire chief that the requirements of  
18 C, D, E, and F have been fulfilled and the operator of the public display has  
19 paid in full all actual and expected costs as required under F.  
20  
21

22 **Section 3. Severability.** If any part of this ordinance is declared by a court of  
23 competent jurisdiction to be void, unconstitutional, or unenforceable, the  
24 remaining parts of the ordinance shall remain in full effect. To that end, this  
25 ordinance is declared severable.  
26

27 **Section 4. Conflicts.** In a conflict between this ordinance and other existing  
28 ordinances, this ordinance shall control and supersede.  
29

30 **Section 5. Codification.** The provisions of sections 1 and 2 of this ordinance are  
31 to be codified in Chapter 93 of the Code of Ordinances for the Town of Howey-in-  
32 the-Hills, Florida. No other sections are to be codified.  
33

1 **Section 6. Effective Date.** This ordinance shall take effect upon its enactment.

2

3 **ORDAINED AND ENACTED** this 8th day of April, 2024, by the Town Council  
4 of the Town of Howey-in-the-Hills, Florida.

5

6 **TOWN OF HOWEY-IN-THE-HILLS,**  
7 **FLORIDA**

8 **By:** its Town Council

9 By: \_\_\_\_\_  
10 Hon. Martha MacFarlane, Mayor

11  
12 **ATTEST:**

**APPROVED AS TO FORM AND LEGALITY:**  
(for the use and reliance of the Town only)

14

15 \_\_\_\_\_  
16 John Brock, Town Clerk

\_\_\_\_\_   
Thomas J. Wilkes, Town Attorney

17

18

19 First Reading held **March 25, 2024**

20 Second Reading and hearing held **April 8, 2024**

21 Public hearing advertised **March 29, 2024**

1

2 #52947081 v6



# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

## PROOF OF PUBLICATION

John Brock  
Town of Howey in the Hills  
101 N Palm AVE  
Howey In The Hills FL 34737-3418

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Daily Commercial, published in Lake County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Lake County, Florida, or in a newspaper by print in the issues of, on:

03/29/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/29/2024

Keegan Moran  
Legal Clerk

Kaitlyn Felty  
Notary, State of WI, County of Brown  
5-7-24

My commission expires

Publication Cost: \$131.66  
Order No: 10004871 # of Copies: 1  
Customer No: 532726  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

### PUBLIC HEARING NOTICE TOWN OF HOWEY-IN-THE- HILLS, FLORIDA

Ordinance No. 2024-004

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO FIREWORKS; CREATING CHAPTER 93 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "FIREWORKS"; DECLARING FINDINGS OF THE TOWN COUNCIL; PROVIDING DEFINITIONS; SPECIFYING UNLAWFUL ACTS AND MEANS OF ENFORCEMENT; SPECIFYING THE CONDITIONS AND REQUIREMENTS UNDER WHICH THE TOWN MAY GRANT A PERMIT FOR A PUBLIC DISPLAY OF FIREWORKS; PROVIDING FOR SEVERABILITY, CONFLICTS AMONG ORDINANCES, CODIFICATION, AND AN EFFECTIVE DATE.

PUBLIC NOTICE IS HERBY GIVEN that the Town of Howey-in-the-Hills Town Council will hold a Public Hearing on Monday, April 8, 2024, at 6:00 p.m. (or as soon thereafter as the matter may be considered) in the Town Council Chambers, Town Hall, 101 N. Palm Ave, Howey-in-the-Hills, Florida 34737 to consider the proposed Ordinance. You may either be present in person at this Public Hearing, represented by counsel, or letter. All interested persons take due notice of the time and place of this Public Hearing and govern yourselves accordingly. Copies of Ordinance 2024-004 are available in the Town Clerk's Office, 101 N. Palm Ave., Howey-in-the-Hills, FL 34737 for inspection during normal business hours of Mon-Thurs 8 a.m. - 5 p.m. In compliance with the Americans with Disabilities Act (ADA) anyone who needs a special accommodation for this meeting should contact the Town Clerk at least 48 hours before the meeting. Any person who decides to appeal any decision of the Town Council with respect to any matter considered at this meeting will need a record of the proceeding, and for such purposes, they may need to ensure that a verbatim record of the proceeding is made which includes testimony and evidence upon which the appeal is based per Section 286.0105 of the Florida Statutes. All correspondence to the Town Council relative to this matter should be mailed to 101 N. Palm Ave., Howey-in-the-Hills, FL 34737.

TOWN OF HOWEY-IN THE-  
HILLS, FLORIDA  
BY: John Brock, Town Clerk  
Publish: Daily Commercial - March  
29, 2023 10004871 03/29/24

## TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

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### **BUSINESS IMPACT ESTIMATE – Ordinance 2024-004**

**Summary of the ordinance:** Pertains to fireworks inside the town limits. Specifies the annual dates and times that fireworks may be used and detonated. Regulates public displays of managed displays of pyrotechnics, requires a town permit for managed displays, requires a town permit and reimbursement of all expenditures the town may incur in the course of permitting a managed display of pyrotechnics.

**Estimate of compliance costs to town businesses:** None. No town businesses engage in and conduct managed displays of pyrotechnics.

**New charges or fees on town businesses subject to the ordinance:** None to town businesses. As to other businesses from out of town, indeterminate. No new fees are being imposed. A business engaging in a managed display must reimburse the town for the town's costs. Those costs are not known.

**Town's estimated regulatory costs and revenues from new fees and charges:** None. No new fees being charged. Regulatory costs to the town are to be reimbursed in full by businesses engaging in managed displays.

**Estimate of number of impacted town businesses:** None.



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## MEMORANDUM

**TO:** Howey-in-the-Hills Town Council  
**CC:** J. Brock, Town Clerk  
**FROM:** Thomas Harowski, AICP, Planning Consultant  
**SUBJECT:** Lake Hills Preliminary Subdivision Plan  
**DATE:** April 3, 2024

On March 28, 2024, the Town's planning board considered the application of Reader and Partners LLC for approval of a preliminary subdivision plan for the residential portion of the Lake Hills development. The preliminary subdivision plan will allocate the components of the project over the site in preparation for the final subdivision plan which will include the detailed engineering design as the preparatory step for construction. The preliminary subdivision plan will:

- Locate open space areas on the site.
- Identify the location of streets.
- Identify the location and size of residential lots.
- Identify the location of proposed community amenities.
- Identify pedestrian and bicycle improvements.
- Identify any other elements of the project that need to be recognized.

The review of the project submittal needs to verify that the requirements of the Village Mixed Use classification, the Town's applicable development standards and the approved development agreement are met. This analysis led to the staff report to the planning board including ten conditions that staff believes are required to meet the Town's overall requirements. The conditions were discussed in detail by the planning board as part of the public hearing. The planning board recommended approval of the preliminary subdivision plan subject to the conditions as modified.

The applicant has prepared a supplemental document responding to the conditions and the outcome from the planning board recommendation. A copy of this submittal is included with the agenda packet. The following review looks at each of the conditions and provides some analysis for each of the conditions.

1. The Town Council will need to approve the development of the paired lot units without the alley access currently required by the development agreement.

Paragraph 14 of the development agreement allows the applicant to pursue this request.

***The requirement for the alley access is included in the approved development agreement. The Town can amend this requirement, and the planning board recommended the alley access requirement be deleted.***

2. The development agreement and conceptual land use plan identifies the public park location as being in POD 4 which is centrally located on the lake front. The applicant is requesting the public park be relocated to an area outside the gated portion of the community. Again, Paragraph 14 allows the request. According to the development agreement, the public park is not required until the building permit for 500<sup>th</sup> unit is issued. The Town may wish to ask that the public park be advanced to Phase 1 if the new location is approved.

***The public park commitment is included in the development agreement and the conceptual plan included as part of the agreement. The agreement does not require the park to be constructed until the 500<sup>th</sup> unit is permitted. The planning board recommended the park location as shown on the current plan with the commitment from the applicant that the park will be constructed as part of the phase one residential development.***

3. Should the proposed location be approved, the Town Council needs to approve the placement of storm water retention for the access road within the public park.

***The conceptual design shows a stormwater retention area within the public park. The retention area has been identified as retention for the central collector access road. The location of the retention pond as shown shifts a general project requirement onto the Town's park parcel. Development of the park itself may require additional stormwater retention area. There is a planned retention area directly across the entry road from the park area. If the inclusion of the retention area is acceptable to the Town Council, the council should approve the design location.***

4. Compliance with the minimum open space requirement for the overall project needs to be documented. The data submitted for the residential portion of the overall project notes that 10-acres of the required open space will come from other areas of the project. The property owner needs to document these sources.

***The applicants contend that they are providing their share of the required open space and that other portions of the project need to be directed by the Town to provide the balance of the total open space requirement. This position represents a substantial difference in how the staff and the applicant review the VMU requirements.***

***The Town reviewed the Lake Hills development as a unified project with all uses being evaluated against the VMU requirements. In approving the initial development agreement and conceptual plan, the Town then expected the***

*property owner/applicant to ensure that all of the conditions were met. The owner sold the 22-acre site to the school district without getting a commitment for the site to meet at least a portion of the open space requirement. The school site did satisfy the requirement for insititutional uses by the nature of the school function. The owner then sold a portion of the project to the Town for the new water plant without again asking for a contribution to the open space requirement. The utility site does satisfy other requirements of the original concept plan and will provide essential water service to the project.*

*The preliminary site plan for the commercial portion of the project was allowed by the owner to proceed without again getting a commitment to an open space contribution. When asked directly about supporting the overall open space requirement, the commercial applicant declined to make any commitment in this regard.*

*The residential applicant, as the last in line for review is in the unenviable position of having to ensure any remaining requirements of the VMU code are met for the project as a whole. This comment is asking the applicants to document how the full open space requirement is being satisfied. The commercial component of the project does include project buffers and other designated open space that could count toward the requirement as do the Town's parcel and the school district parcel. The applicant could seek a commitment from these properties to the overall project requirement to cover all or most of the 10-acre remaining area. Otherwise, the Town has to look to the residential portion of the project to ensure the full standard is met.*

5. Prior to approval of the final subdivision plan for the entire project or a phase of the project, the applicant needs to provide evidence that the access road from SR 19 to the residential phase of the project will be constructed.

*This condition is really a coordination issue. The applicant needs to provide documentation regarding who will construct the access road if the commercial portion of the development is delayed or does not proceed at all. The Town needs to ensure the required access road will be constructed and properly platted for dedication to the Town. The road according to the current plan falls outside the proposed residential ownership.*

6. The tree analysis for specimen trees needs to be provided.

*At the planning board meeting the applicant stated that they have done an analysis that demonstrates they can comply with the 50% preservation requirement for speciment trees. If this is the case, then there should be no reason to defer the compliance evaluation to a later date.*

*The applicant also stated at the meeting that they did their analysis based on the cross-sectional inches of specimen trees preserved. This approach may result in the preservation of fewer than 50% of the actual specimen trees but protection of the largest trees. A review of the code shows that the requirement addresses*

***only the number of trees to be preserved. The Council may wish to express an opinion on whether the cross-sectional analysis is acceptable.***

7. The project covenants and restrictions need to include language that either prohibits individual swimming pools and other accessory structures or states that the owner waives his right to seek a variance to the setback requirements.

***This condition is proposed to address the swimming pool issues on smaller lots. The applicant has agreed to include a provision addressing this issue. Compliance will need to be verified before the association documents are approved.***

8. The applicant needs to calculate the “fair share” cost of its impact on the SR-19 and CR-48 intersection and provide the payment for use in intersection improvements. Design and construction will be coordinated with FDOT and Lake County.

***The proposed approach is to have the applicant prepare an assessment that can then be reviewed by Town staff. A similar requirement is applied to the commercial portion of the project.***

9. The applicant needs to provide an adequate guarantee for improvements to the east entrance of the project from SR 19. This guarantee can be done in conjunction with the commercial development component. These improvements are solely project related and the funding contributions need to be assured if the intersection upgrades do not occur with the initial construction. The traffic study recommendations suggest signalization may not be warranted with the initial project phases.

***The applicant has responded to the potential requirement for a signal at the SR 19 intersection as not being warranted by the residential portion of the project alone. The issue here goes back to the previous discussion regarding the open space minimum where the applicant wants to behave as if they are a “stand alone” project rather than a component of a unified project. The project as a whole needs to provide for the traffic management elements. The Town should not be in a position of assigning percentages or specific elements of the traffic management system. The commercial and residential applicants need to work out these details to ensure the Town that whatever traffic management improvements are required are provided when required.***

10. The applicant will provide at its cost the access controls required by FDOT for SR-19 and Lake County for CR-48 as part of their respective permitting process. These items will include turn lanes, deceleration lanes, and other access controls and, if necessary, right-of-way required by the permitting agencies.

***See the discussion above.***

There are a two other comments that are offered for consideration in addition to the specific conditions addressed by the planning board. The staff report reviewed by the planning board addressed the need for services to the site. The applicant has provided a statement that agreement has been reached with the CDD on the provision of sewer service to the residential portion of the project. This is information that was not available at the planning board hearing, but is noted here for the Council's consideration. The provision of sewer treatment service satisfies one of the outstanding concurrency considerations. No information is available on whether service has been agreed upon for the commercial portion of the project.

The other item of discussion that has not been addressed is the proposal to provide a gated entry on public roads to the residential portion of the project. This "soft gate" concept has been used in other locations where traffic is asked to stop at an entry gate for interview but cannot be denied entry. Approval of the preliminary subdivision plan as currently constituted will approve the gated entry for the project. Since the roads are proposed as public roads with Town maintenance, the Council should have approval over what is constructed in the right-of-way.



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## MEMORANDUM

**TO:** Howey-in-the-Hills Planning Board  
**CC:** J. Brock, Town Clerk  
**FROM:** Thomas Harowski, AICP, Planning Consultant  
**SUBJECT:** Lake Hills Residential Preliminary Subdivision Plan  
**DATE:** February 15, 2024

The Town has received an application for Preliminary Subdivision Plan Approval for the residential portion of the Lake Hills Development. This project is governed by Ordinance 2011-008, Ordinance 2015-005 and a development agreement recorded February 24, 2016 in addition to the land development code including Section 4.05 which addresses subdivision review. The residential portion of the project is its largest land allocation and extends in an arc north of the commercial area from SR-19 to CR-48. The adopted development agreement designates the residential area within the larger Lake Hills project, and the preliminary subdivision plan under consideration will locate the lots, roads, community facilities, landscaping and other features of the project in sufficient detail to assess compliance with the Town codes. The final subdivision plan will complete the subdivision design based on final engineering and other site improvements. Final subdivision approval may be sought by phases.

The residential development is part of the larger Lake Hills development which has been determined to meet the minimum requirements for a Village Mixed Use development. In addition to the residential and commercial components, the larger project includes private community recreation facilities, a four-acre public park and a bicycle/pedestrian link along the primary collector road connecting SR 19 with CR 48 through the main residential portion of the project. Additionally, the Town has purchased a 3.23-acre tract for new wells and a water treatment plant. This facility is currently under construction. The Lake County School Board has also purchased a 22-acre site at the northwest corner of the project for eventual development of an elementary school. However, no planned school improvements are programmed for at least the next five years.

The residential development includes 571 single-family units on lots with widths of 40-feet, 50-feet and 60-feet to be constructed in five phases using housing types permitted by the master development agreement. A phase map is provided on page CO-01 of the applicant's submittal. The phases are proposed as follows:



These tables were updated and resubmitted for this clarification (Should we adjust)?

Item 7.

Units	Lot	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total
Paired Home	40	0	18	42	38	0	98
Single Family	50	31	44	149	60	37	321
Single Family	60	26	32	25	36	33	152
<b>Total</b>		57	94	216	134	70	571

the Town

The homes are proposed as age limited for residents age 55 and older. As such, the issue of school concurrency does not apply, but the project will have to meet the Lake County School Board requirements. The project is proposed to have non-exclusive gated access. Residents and visitors will be required to pass through a control gate, but entry will not be denied. The tract table identifies the roads will be maintained by home owners association.

The project includes a central collector road that extends from SR-19 through the project connecting to CR-48 opposite the gated entry into the Mission Inn complex. The central collector road will include a bicycle/pedestrian shared use path. The balance of the project will have local streets serving the residential areas along with a future connection to the school district site. According to the development agreement, the paired lots are to be accessed by alley service. The applicants do not propose alleys, and this revision will need to be approved by the Town Council. This item will be a condition of approval.

Other features of the project include a six plus acre community recreation facility and park and a four-acre public park to be constructed by the development. The public park is located on the SR-19 side of the project just outside the security gate. This location is inconsistent with the original concept plan and needs to be approved by the Town Council. This decision will be identified as a condition of approval. Lots fronting on the lake are entitled to private docks and a community dock is proposed with the private recreation facility.

as part of the Final Subdivision Plan process.

The applicant submitted a tree survey for the project identifying trees to be preserved and trees to be removed. The tree analysis identifies 231 trees designated for removal (reduced from 348 trees in an earlier submittal) and identified the historic trees on the site. All of the historic trees will be preserved except for one tree identified as dead. Most of the trees to be removed are in areas where storm water retention facilities are proposed and in areas where significant grade changes will occur. Most of the trees to be preserved fall within the wetland areas. The analysis of historic trees meets the Town code, but the code also requires preservation of 50% of the specimen trees (trees over 20-inches in diameter). This analysis was not provided and needs to be submitted.

The residential project has been reviewed by the Town's Development Review Committee for compliance with the development agreement, compliance with the Town codes, and compliance with the Village Mixed Use development rules. As noted above, the project includes ~~several~~ proposals that are not compliant with Town codes and the adopted development agreement. The applicant is seeking approval from the Town to

two

eliminate the alley access and relocate the public park. These items, along with some other items will be suggested as conditions to the Planning Board action.

**Concurrency Review**

At the preliminary subdivision plan stage, a review is conducted to determine if sufficient capacity is available to support the public services rrequired by the project. At this stage the Town conducts a planning level review; no certificate of concurrency will be issued until the final subdivision plan is approved or the entire project or for a phase of the project. The key concurrency items are potable water, sanitary sewer, storm water management and traffic. The findings are as follows:

Potable Water: With the completion of the new wells and water treatment plant, the Town will have adequate water volume and water presure to support the proposed project.

Sanitary Sewer: Sewer is not currently available to the site. Capacity may be available from the Central Lake Community Development Distric (CDD) or potentially from other options currently under consideration by the Town Council. The sewer service issue will need to be resolved before a final site plan can be approved.

Storm Water Management: Storm water treatment will be provided in retention areas placed throughout the project. The size of the retention areas is an engineering issue that will be reviewed by the Town’s engineer and reviewed and permitted by the St. Johns River Water Management District.

Traffic: The applicant submitted a traffic study that covered both the residential and commercial portions of the development. The study included existing traffic, growth in background traffic that is a normal part of traffic movement, and other development projects that have been approved. These projects include:

- Talichet Phases 1 and 2 (2023)
- Whispering Heights (2023)
- Drake Point (Unicorporated Lake County) (2025)
- The Reserve (All components) (2028)
- Watermark (2027)

While other developments in and around Howey have been discussed, and in some cases preliminarily reviewed, none of these projects have received any level of formal approval. These projects will rank behind the Lake Hills development in the pecking order for traffic capacity. The traffic study uses very compressed time lines for each of the background projects (as noted by the dates in parentheses) and for the subject project (both residential and commercial) at 2028. Actual traffic impacts will certainly extend over a longer period of time giving more opportunity to address identified needs.

The traffic study made recommendations in three areas including impacts to road segments, impacts to intersections and access control design. The impacts can be addressed as follows:

- SR-19 from CR 561 to Central Avenue is projected to operate over the designated level of service. In part, this segment can be addressed through a reclassification of the link in the FDOT system. The segment is mis-classified and should have a higher designated capacity. There is a current project to widen SR-19 to four lanes from CR 561 to Citrus Avenue. The project is currently funded through the PD&E stage and the segment will eventually move through construction.
- SR 19 from CR 455 to US 27 is another segment that would operate within the designated level of service if the link was properly classified in the FDOT system.
- The intersection of SR 19 and CR 48 falls below the adopted level of service with delays generated by a traffic signal. The traffic study examined the intersection with a roundabout traffic control and found that it would operate within the designated level of service under that scenario. FDOT has determined that the intersection should be managed with a roundabout, and the applicant will be required to contribute funding to the project equivalent to its fair share of the traffic generation.
- The intersection of SR-19 at Central Avenue can be addressed with a traffic signal, and the Town has been working with FDOT to review a warrant study for installation of a full signal. This project does not generate traffic on the eastbound approach which is the source of the problem.
- The intersection of SR 19 with the project east entrance, which serves both the residential and commercial portions of the project, will initially operate with stop sign control, but will eventually need a signal upgrade. The signal will be provided by the residential and commercial project components. There is some discussion about using a roundabout at this project entrance as well as at the intersection with CR 48. The proposed project will need to fund the final option selected.
- In reviewing site access, turn lanes will be required at all intersections based on the design and permitting requirements of FDOT for SR-19 and Lake County for CR-48. Part of the access management review will include an analysis of right-of-way increases if any are required. If right-of-way is needed, the projects will be expected to provide that area as part of the permitting process.

## Discussion and Conditions

The proposed residential development is consistent with approved Lake Hills adopting ordinance and development agreement with regard to the location of residential uses, allowed lot sizes and setbacks, and the supporting uses proposed. The most recent version of the preliminary subdivision plan does not fully comply with the the development agreement for two items that are noted previously. Therefore any recommendation for approval offered by the Planning Board should include a set of conditions addressing these items. The conditions offered for consideration include:

1. The Town Council will need to approve the development of the paired lot units without the alley access currently required by the development agreement. Paragraph 14 of the development agreement allows the applicant to pursue this request.
2. The development agreement and conceptual alnd use plan identifies the public park location as being in POD 4 which is centrally located on the lake front. The applicant is requesting the public park be relocated to an area outside the gated portion of the community. Again, Paragraph 14 allows the request. According to the development agreement, the public park is not required until the building permit for 500<sup>th</sup> unit is issued. The Town may wish to ask that the public park be advanced to Phase 1 if the new location is approved.
3. Should the proposed location be approved, the Town Council needs to approve the placement of storm water retention for the access road within the public park.
4. Compliance with the minimum open space requirement for the overall project needs to be documented. The data submitted for the residential portion of the overall project notes that 10-acres of the required open space will come from other areas of the project. The property owner needs to document these sources.
5. Prior to approval of the final subdivision plan for the entire project or a phase of the project, the applicant needs to provide evidence that the access road from SR 19 to the residential phase of the project will be constructed.
6. The tree analysis for specimen trees needs to be provided.
7. The project covenants and restrictions need to include language ~~that either prohibits individual swimming pools and other accessory structures or states~~ that the owner waives his right to seek a variance to the setback requirements.
8. The applicant needs to calculate the “fair share” cost of its impact on the SR-19 and CR-48 intersection and provide the payment for use in intersection improvements. Design and construction will be coordinated with FDOT and Lake County.
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10. The applicant will provide at its cost the access controls required by FDOT for SR-19 and Lake County for CR-48 as part of their respective permitting process. These items will include turn lanes, deceleration lanes, and other access controls and, if necessary, right-of-way required by the permitting agencies.

Do we need to keep this one. We provide the space required of the land we are planning

Prior to approval of final subdivision plan

adjust to this option

**Recommendation**

The staff recommends approval of the preliminary site plan with the conditions noted above.



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The traffic study made recommendations in three areas including impacts to road segments, impacts to intersections and access control design. The impacts can be addressed as follows:



- SR-19 from CR 561 to Central Avenue is projected to operate over the designated level of service. In part, this segment can be addressed through a reclassification of the link in the FDOT system. The segment is mis-classified and should have a higher designated capacity. There is a current project to widen SR-19 to four lanes from CR 561 to Citrus Avenue. The project is currently funded through the PD&E stage and the segment will eventually move through construction.
- SR 19 from CR 455 to US 27 is another segment that would operate within the designated level of service if the link was properly classified in the FDOT system.
- The intersection of SR 19 and CR 48 falls below the adopted level of service with delays generated by a traffic signal. The traffic study examined the intersection with a roundabout traffic control and found that it would operate within the designated level of service under that scenario. FDOT has determined that the intersection should be managed with a roundabout, and the applicant will be required to contribute funding to the project equivalent to its fair share of the traffic generation.
- The intersection of SR-19 at Central Avenue can be addressed with a traffic signal, and the Town has been working with FDOT to review a warrant study for installation of a full signal. This project does not generate traffic on the eastbound approach which is the source of the problem.
- The intersection of SR 19 with the project east entrance, which serves both the residential and commercial portions of the project, will initially operate with stop sign control, but will eventually need a signal upgrade. The signal will be provided by the residential and commercial project components. There is some discussion about using a roundabout at this project entrance as well as at the intersection with CR 48. The proposed project will need to fund the final option selected.
- In reviewing site access, turn lanes will be required at all intersections based on the design and permitting requirements of FDOT for SR-19 and Lake County for CR-48. Part of the access management review will include an analysis of right-of-way increases if any are required. If additional right-of-way is needed, the projects will be expected to provide that area as part of the permitting process.

### Discussion and Conditions

The proposed residential development is consistent with approved Lake Hills adopting ordinance and development agreement with regard to the location of residential uses, allowed lot sizes and setbacks, and the supporting uses proposed. The most recent version of the preliminary subdivision plan does not fully comply with the development agreement for two items that are noted previously. Therefore any recommendation for approval offered by the Planning Board should include a set of conditions addressing these items. The conditions offered for consideration include:

1. The Town Council will need to approve the development of the paired lot units without the alley access currently required by the development agreement. Paragraph 14 of the development agreement allows the applicant to pursue this request.
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6. The tree analysis for specimen trees needs to be provided.
7. The project covenants and restrictions need to include language that either prohibits individual swimming pools and other accessory structures or states that the owner waives his right to seek a variance to the setback requirements.
8. The applicant needs to calculate the “fair share” cost of its impact on the SR-19 and CR-48 intersection and provide the payment for use in intersection improvements. Design and construction will be coordinated with FDOT and Lake County.
9. The applicant needs to provide an adequate guarantee for improvements to the east entrance of the project from SR 19. This guarantee can be done in conjunction with the commercial development component. These improvements are solely project related and the funding contributions need to be assured if the intersection upgrades do not occur with the initial construction. The traffic study recommendations suggest signalization may not be warranted with the initial project phases.
10. The applicant will provide at its cost the access controls required by FDOT for SR-19 and Lake County for CR-48 as part of their respective permitting process. These items will include turn lanes, deceleration lanes, and other access controls and, if necessary, right-of-way required by the permitting agencies.

**Recommendation**

The staff recommends approval of the preliminary site plan with the conditions noted above.



LEGAL DESCRIPTION:

(As per Title Commitment 11166639 issued by Fidelity National Title Insurance Company bearing an effective date of May 24, 2023 at 8:00 AM with Revision 1 dated June 6, 2023)

PARCEL 1:

GOVERNMENT LOTS 2, 4, 5, 6, 7, 8 AND 9, LYING NORTH OF HIGHWAY 48 AND THE WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN NORTH 00'04'21" EAST 1314.20 FEET, MORE OR LESS, TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A". RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 89'35'28" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 A DISTANCE OF 1100.00 FEET; THENCE NORTH 00'27'54" EAST 1484.76 FEET, MORE OR LESS, TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

LESS any portion conveyed in those certain deeds recorded in Official Records Book 6019, Page 212 and Official Records Book 6068, Page 2222.

LESS AND EXCEPT COMMERCIAL 1

A PORTION OF GOVERNMENT LOTS 2, 8, AND 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N 00'53'14" E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S 69'35'43" E, A DISTANCE OF 1188.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET; THENCE S 75'35'20" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S 72'35'58" E, A DISTANCE OF 223.25 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 223.33 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N 15'36'38" E, A DISTANCE OF 52.62 FEET; THENCE N 75'08'12" E, A DISTANCE OF 258.80 FEET TO THE POINT OF BEGINNING; THENCE N 15'36'16" E, A DISTANCE OF 306.32 FEET; THENCE N 60'15'03" E, A DISTANCE OF 218.37 FEET; THENCE N 46'59'01" E, A DISTANCE OF 705.25 FEET; THENCE S 43'00'59" E, A DISTANCE OF 404.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF 27'52'48" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 27'52'48" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 63.40 FEET; THENCE S 43'00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE S 46'59'01" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 650.20 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE S 75'06'54" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 523.03 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 75'06'54" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 742.75 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 46'59'01" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1328.28 TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N 89'48'40" W, A DISTANCE OF 738.20; THENCE S 46'59'01" W, A DISTANCE OF 50.00 FEET; THENCE S 43'00'59" E, A DISTANCE OF 269.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58'09'10" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58'09'10" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE S 43'00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY OF STATE ROAD 19; THENCE N 46'59'01" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 558.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 630854 SQUARE FEET OR 14.48 ACRES MORE OR LESS.

LESS AND EXCEPT COMMERCIAL 2

A PORTION OF GOVERNMENT LOT 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N 00'53'14" E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S 69'35'43" E, A DISTANCE OF 1188.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET; THENCE S 75'35'20" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S 72'35'58" E, A DISTANCE OF 223.25 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 223.33 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N 15'36'38" E, A DISTANCE OF 52.62 FEET; THENCE N 75'08'12" E, A DISTANCE OF 258.80 FEET TO THE POINT OF BEGINNING; THENCE N 15'36'16" E, A DISTANCE OF 306.32 FEET; THENCE N 60'15'03" E, A DISTANCE OF 218.37 FEET; THENCE N 46'59'01" W, A DISTANCE OF 705.25 FEET; THENCE S 43'00'59" E, A DISTANCE OF 404.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF 27'52'48" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58'09'10" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE S 43'00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY OF STATE ROAD 19; THENCE N 46'59'01" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 558.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 155,772 SQUARE FEET OR 3.58 ACRES MORE OR LESS.

LESS AND EXCEPT ACCESS EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 SECTION 23-20-25; THENCE SOUTH 00'28'42" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 765.11 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 19; THENCE SOUTH 46'59'01" WEST ALONG THE NORTHERLY RIGHT OF WAY, A DISTANCE OF 1171.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 46'59'01" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 43'00'59" WEST, A DISTANCE OF 125.00 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS NORTH 27'52'48" WEST, A DISTANCE 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS NORTH 27'52'48" WEST, AND A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; THENCE NORTH 43'00'59" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 43'00'59" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 43'00'59" EAST, A DISTANCE OF 404.25 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS SOUTH 58'09'10" EAST, A DISTANCE 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS SOUTH 58'09'10" EAST, AND A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE SOUTH 43'00'59" EAST, A DISTANCE OF 125.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 49,343.34 SQUARE FEET OR 1.13 ACRES, MORE OR LESS.

PARCEL 2:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89'09'42" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE NORTH 00'15'45" WEST 210 FEET; THENCE NORTH 38'44'24" EAST 583.17 FEET FOR REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 63, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 81'15'42" WEST TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48 TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

PARCEL 3

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89'09'42" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE NORTH 00'15'45" WEST 210 FEET; THENCE NORTH 38'44'24" EAST 583.17 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89'10'02" EAST 1177 FEET TO THE WATERS OF LAKE HARRIS; THENCE SOUTHEASTERLY ALONG SAID WATERS OF LAKE HARRIS TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, SAID POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 38'44'24" WEST TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 TO POINT "A". LESS AND EXCEPT THAT PORTION DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN BOOK 4103, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4:

THAT PART OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, AND RUN N.00'04'21"E ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 1202.20 FEET TO AN IRON PIN LABELED L.B. 707; THENCE CONTINUE N.00'04'21"E ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 112 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A". RETURN TO THE POINT OF BEGINNING AND RUN S.89'35'28"W, ALONG THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 A DISTANCE OF 1100.00 FEET TO AN IRON PIN LABELED L.B. 707; THENCE N.00'27'54"E, 1451.76 FEET TO AN IRON ROD PIN LABELED L.B. 707; THENCE CONTINUE N00'27'54"E, 33 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND;

THE NORTH 50 FEET OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA LYING WEST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 19, AND AN EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA AND RUN S.00'04'21"W, ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 A DISTANCE OF 50.00 FEET TO A POINT AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF S.00'02'52". THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28'35'47" AN ARC LENGTH OF 49.91 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28'35'47" AN ARC LENGTH OF 49.91 FEET TO THE END OF SAID CURVE; THENCE S.89'35'28" W, PARALLEL WITH THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23 A DISTANCE OF 1029.81 FEET; THENCE N.00'27'54"E, 1510 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A". RETURN TO THE POINT OF BEGINNING AND RUN N.00'04'21" ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 23 A DISTANCE OF 25.00 FEET; THENCE S.89'35'28"W, PARALLEL WITH THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 1074.82 FEET; THENCE N.00'27'54"E., 1459 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE WESTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL 5:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89'09'42" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE NORTH 00'15'45" WEST, 210 FEET; THENCE NORTH 38'44'24" EAST 583.17 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN BOOK 4103, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 6:

THAT PART OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, RUN S.89'52'11" W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 330.00 FEET TO AN IRON PIPE LABELED LB707; THENCE N.00'09'33"E., 210.05 FEET TO A CONCRETE MONUMENT LABELED L51916; THENCE N.39'31'51" E., 583.79 FEET TO AN IRON PIN LABELED LB7514; THENCE N.89'52'31"E., 458.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN N.70'57'18"E., 519 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A". RETURN TO THE POINT OF BEGINNING AND RUN N.89'52'31"E., 708.81 FEET TO AN IRON PIN LABELED LB7514; THENCE CONTINUE N.89'52'31"E., 30 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS; THENCE NORTHWESTERLY ALONG AND WITH SAID SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

OVERALL PARCEL TO THE WENTHERLY CLOSURE LINE CONTAINS 9,592,251.16 SQUARE FEET OR 220.21 ACRES MORE OR LESS

# PRELIMINARY SUBDIVISION PLAN FOR LAKE HILLS

## PARCELS: 23-20-25-0004-000-00200, 22-20-25-0004-000-01000, 15-20-25-0101-001-00000, 22-20-25-0001-000-01400, 23-20-25-0002-000-01100, 23-20-25-0002-000-00600, 23-20-25-0004-000-01000

### HOWEY IN THE HILLS, FLORIDA FOR



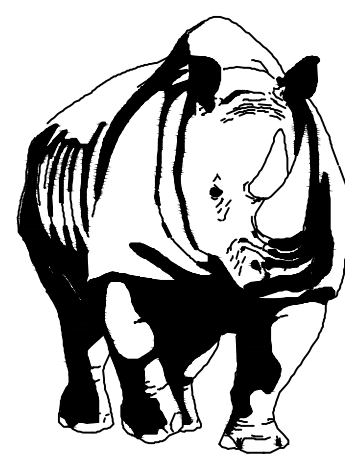
# READER COMMUNITIES

## READER COMMUNITIES

### 5850 TG LEE BOULEVARD, SUITE 200

### ORLANDO, FL. 32822

### (407) 856-4899



# MADDEN MOORHEAD & STOKES, LLC CIVIL ENGINEERS

431 E. HORATIO AVENUE, SUITE 260  
MAITLAND, FLORIDA 32751  
PHONE (407) 629-8330  
FAX (407) 629-8336

PROJECT TEAM MEMBERS:

**OWNER:**  
LAKE HARRIS (ORLANDO) ASU VII OWNER #1, LLC  
LAKE HARRIS (ORLANDO) ASU VII OWNER #2, LLC  
LAKE HARRIS (ORLANDO) ASU VII OWNER #3, LLC  
923 N. PENNSYLVANIA AVE  
WINTER PARK, FL 32789

**DEVELOPER:**  
READER COMMUNITIES  
5850 TG LEE BOULEVARD, SUITE 200  
ORLANDO, FL 32822  
PHONE: (407) 856-4899

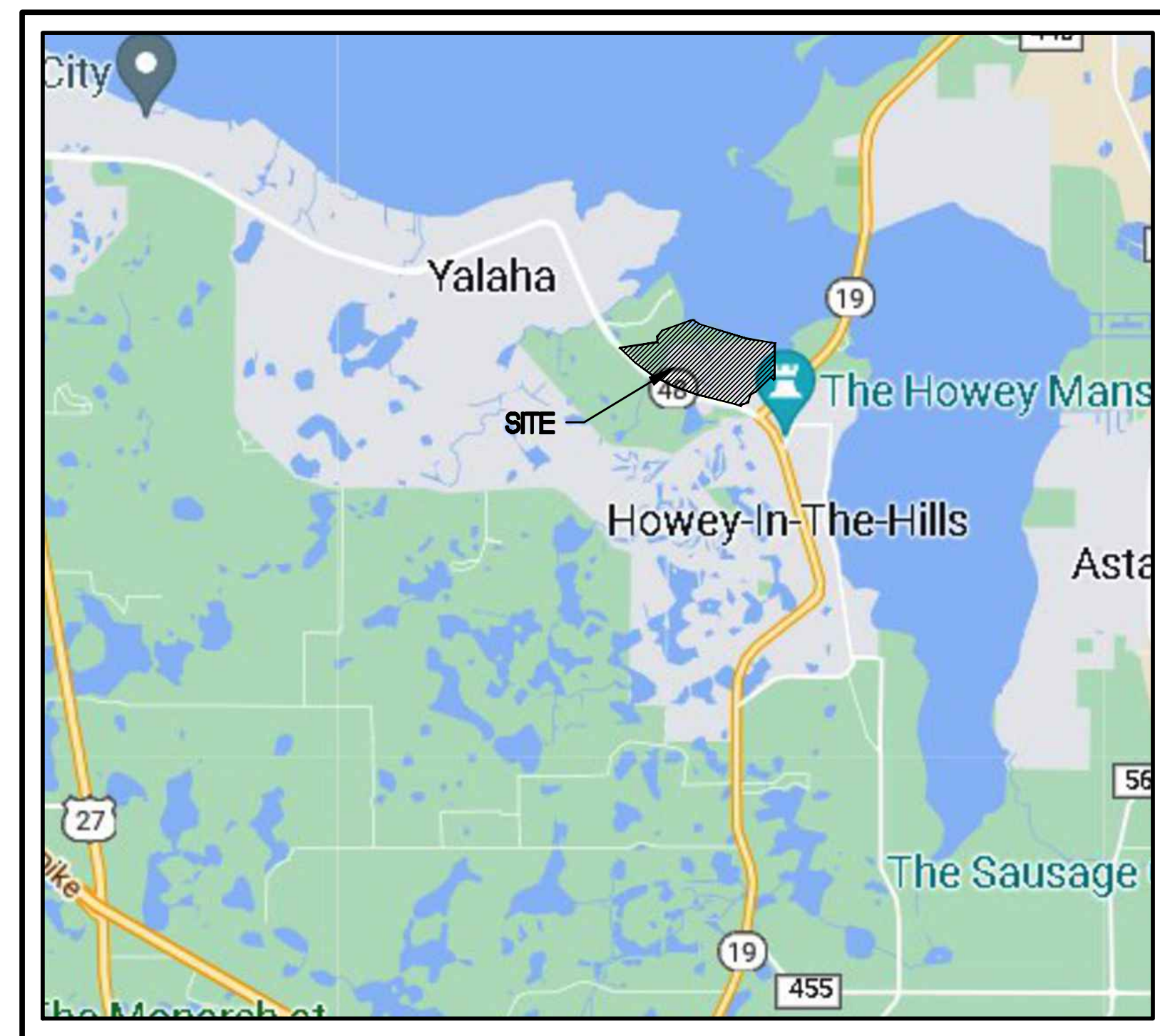
**ENGINEER:**  
MADDEN, MOORHEAD, & STOKES, LLC.  
431 E HORATIO AVE, STE 260  
MAITLAND, FL 32751  
PHONE: (407) 629-8330

**SURVEYOR:**  
HAMILTON ENGINEERING & SURVEYING, LLC.  
3409 W. LEMON STREET  
TAMPA, FLORIDA 33609  
PHONE: (813) 250-3535

SHEET INDEX	
Sheet #	Sheet Title
C0.00	COVER SHEET
C0.01	NOTES AND DETAILS
C1.00	OVERALL PRELIMINARY SUBDIVISION PLAN
C1.01	PRELIMINARY SUBDIVISION PLAN
C1.02	PRELIMINARY SUBDIVISION PLAN
C1.03	PRELIMINARY SUBDIVISION PLAN
C1.04	PRELIMINARY SUBDIVISION PLAN
C2.00	PRELIMINARY HISTORIC TREE SAVE PLAN
C2.01	PRELIMINARY TREE REMOVAL PLAN
C2.02	PRELIMINARY TREE REMOVAL PLAN
C2.03	PRELIMINARY TREE REMOVAL TABLE

## VICINITY MAP

SCALE: 1"=5000'



DAVID A. STOKES, P.E. #66527  
CERTIFICATE OF AUTHORIZATION NO. CA-0007723

LAKE HILLS AT LAKE HARRIS PSP (JOB NO. 23019)





431 E. Horatio Avenue  
Suite 260  
Maitland, Florida 32751  
(407) 629-8330

NOTES AND DETAILS  
FOR  
**LAKE HILLS**  
TOWN OF HOWEY-IN-THE-HILLS  
LAKE COUNTY, FLORIDA

LAKE HILLS  
READER COMMUNITIES  
5850 TO LEE BOULEVARD, SUITE 200  
ORLANDO, FL 32822  
(407) 856-4899

ENGINEER IN CHARGE:  
DAVID A. STOKES, P.E. #65927  
DATE: February 6, 2024  
CERTIFICATE OF AUTHORIZATION NO. EB-0007223

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 23019  
DATE: 10/27/2023  
SCALE: N.T.S.  
DESIGNED BY: JV  
DRAWN BY: JV  
APPROVED BY: DAS

CO.01

**TRACT TABLE**

ID	LAND USE	OWNERSHIP	MAINTENANCE	AREA	(AC/%)
A	RIGHT-OF-WAY	H.O.A.	H.O.A.	32.5	14.76%
B1	DRY POND/OPEN SPACE	H.O.A.	H.O.A.	5.3	2.41%
B2	POND/OPEN SPACE	H.O.A.	H.O.A.	2.34	1.06%
B3	POND/OPEN SPACE	H.O.A.	H.O.A.	1.93	0.88%
B4	DRY POND/OPEN SPACE	H.O.A.	H.O.A.	3.12	1.42%
B5	POND/OPEN SPACE	H.O.A.	H.O.A.	0.97	0.44%
B6	POND/OPEN SPACE	H.O.A.	H.O.A.	6.21	2.82%
B7	POND/OPEN SPACE	H.O.A.	H.O.A.	0.67	0.30%
B8	POND/OPEN SPACE	H.O.A.	H.O.A.	4.59	2.08%
B9	POND/OPEN SPACE	H.O.A.	H.O.A.	1.9	0.86%
B10	POND/OPEN SPACE	H.O.A.	H.O.A.	1.49	0.68%
B11	POND/OPEN SPACE	H.O.A.	H.O.A.	1.58	0.72%
B12	POND/OPEN SPACE	H.O.A.	H.O.A.	1.1	0.50%
B13	POND/OPEN SPACE	H.O.A.	H.O.A.	2.69	1.22%
C1	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	5.5	2.50%
C2	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	9.07	4.12%
C3	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	8.44	3.83%
C4	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	0.81	0.37%
C5	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	2.12	0.96%
C6	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	1.17	0.53%
C7	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	4.72	2.14%
D1	UPLAND BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.54	0.25%
D2	UPLAND BUFFER / OPEN SPACE	H.O.A.	H.O.A.	5.19	2.36%
D3	UPLAND BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.69	0.31%
D4	UPLAND BUFFER / OPEN SPACE	H.O.A.	H.O.A.	1.81	0.82%
E1	OPEN SPACE	H.O.A.	H.O.A.	0.15	0.07%
E2	OPEN SPACE	H.O.A.	H.O.A.	0.31	0.14%
E3	OPEN SPACE	H.O.A.	H.O.A.	0.16	0.07%
E4	OPEN SPACE	H.O.A.	H.O.A.	0.38	0.17%
E5	OPEN SPACE	H.O.A.	H.O.A.	0.34	0.15%
E6	OPEN SPACE	H.O.A.	H.O.A.	0.05	0.02%
E7	OPEN SPACE	H.O.A.	H.O.A.	0.29	0.13%
E8	OPEN SPACE	H.O.A.	H.O.A.	0.14	0.06%
E9	OPEN SPACE	H.O.A.	H.O.A.	1.2	0.54%
E10	OPEN SPACE	H.O.A.	H.O.A.	0.25	0.11%
F1	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.3	0.14%
F2	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.74	0.34%
F3	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.14	0.06%
F4	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.02	0.01%
F5	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.13	0.06%
F6	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.11	0.05%
F7	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.15	0.07%
F8	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.1	0.05%
F9	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.14	0.06%
F10	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.14	0.06%
F11	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.25	0.11%
F12	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.13	0.06%
F13	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.12	0.05%
F14	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.11	0.05%
F15	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.19	0.09%
F16	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.19	0.09%
G	RECREATION CENTER	H.O.A.	H.O.A.	6.36	2.89%
H1	PUBLIC PARK / OPEN SPACE/POND	TOWN OF HOWEY-IN-THE-HILLS		4.21	1.91%
H2	OPEN SPACE	SELLER-RETAINED		0.42	0.19%
H3	OPEN SPACE	SELLER-RETAINED		0.62	0.28%
	RESIDENTIAL	PRIVATE	PRIVATE	95.92	43.56%
	TOTAL			220.21	100.00%

**OPEN SPACE TABLE**

ID	LAND USE	OWNERSHIP	MAINTENANCE	OPEN SPACE	(AC/%)
A	RIGHT-OF-WAY	H.O.A.	H.O.A.	0	0.00%
B1	DRY POND/OPEN SPACE	H.O.A.	H.O.A.	5.3	2.41%
B2	POND/OPEN SPACE	H.O.A.	H.O.A.	0.28	0.13%
B3	POND/OPEN SPACE	H.O.A.	H.O.A.	0.44	0.20%
B4	DRY POND/OPEN SPACE	H.O.A.	H.O.A.	3.12	1.42%
B5	POND/OPEN SPACE	H.O.A.	H.O.A.	0.29	0.13%
B6	POND/OPEN SPACE	H.O.A.	H.O.A.	0.89	0.40%
B7	POND/OPEN SPACE	H.O.A.	H.O.A.	0.18	0.08%
B8	POND/OPEN SPACE	H.O.A.	H.O.A.	0.29	0.13%
B9	POND/OPEN SPACE	H.O.A.	H.O.A.	0.51	0.23%
B10	POND/OPEN SPACE	H.O.A.	H.O.A.	0.27	0.12%
B11	POND/OPEN SPACE	H.O.A.	H.O.A.	0.31	0.14%
B12	POND/OPEN SPACE	H.O.A.	H.O.A.	0.03	0.01%
B13	POND/OPEN SPACE	H.O.A.	H.O.A.	0.73	0.33%
C1	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	5.5	2.50%
C2	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	9.07	4.12%
C3	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	8.44	3.83%
C4	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	0.81	0.37%
C5	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	2.12	0.96%
C6	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	1.17	0.53%
C7	WETLAND CONSERVATION / OPEN SPACE	H.O.A.	H.O.A.	4.72	2.14%
D1	UPLAND BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.54	0.25%
D2	UPLAND BUFFER / OPEN SPACE	H.O.A.	H.O.A.	5.19	2.36%
D3	UPLAND BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.69	0.31%
D4	UPLAND BUFFER / OPEN SPACE	H.O.A.	H.O.A.	1.81	0.82%
E1	OPEN SPACE	H.O.A.	H.O.A.	0.15	0.07%
E2	OPEN SPACE	H.O.A.	H.O.A.	0.31	0.14%
E3	OPEN SPACE	H.O.A.	H.O.A.	0.16	0.07%
E4	OPEN SPACE	H.O.A.	H.O.A.	0.38	0.17%
E5	OPEN SPACE	H.O.A.	H.O.A.	0.34	0.15%
E6	OPEN SPACE	H.O.A.	H.O.A.	0.05	0.02%
E7	OPEN SPACE	H.O.A.	H.O.A.	0.29	0.13%
E8	OPEN SPACE	H.O.A.	H.O.A.	0.14	0.06%
E9	OPEN SPACE	H.O.A.	H.O.A.	1.2	0.54%
E10	OPEN SPACE	H.O.A.	H.O.A.	0.25	0.11%
F1	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.3	0.14%
F2	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.74	0.34%
F3	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.14	0.06%
F4	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.02	0.01%
F5	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.13	0.06%
F6	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.11	0.05%
F7	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.15	0.07%
F8	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.1	0.05%
F9	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.14	0.06%
F10	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.14	0.06%
F11	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.25	0.11%
F12	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.13	0.06%
F13	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.12	0.05%
F14	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.11	0.05%
F15	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.19	0.09%
F16	LANDSCAPE BUFFER / OPEN SPACE	H.O.A.	H.O.A.	0.19	0.09%
G	RECREATION CENTER	H.O.A.	H.O.A.	6.36	2.89%
H1	PUBLIC PARK / OPEN SPACE/POND	TOWN OF HOWEY-IN-THE-HILLS		2.58	1.17%
H2	OPEN SPACE	SELLER-RETAINED		0.42	0.19%
H3	OPEN SPACE	SELLER-RETAINED		0.62	0.28%
	RESIDENTIAL	PRIVATE	PRIVATE	0	0.00%
	TOTAL			69.91	31.75%

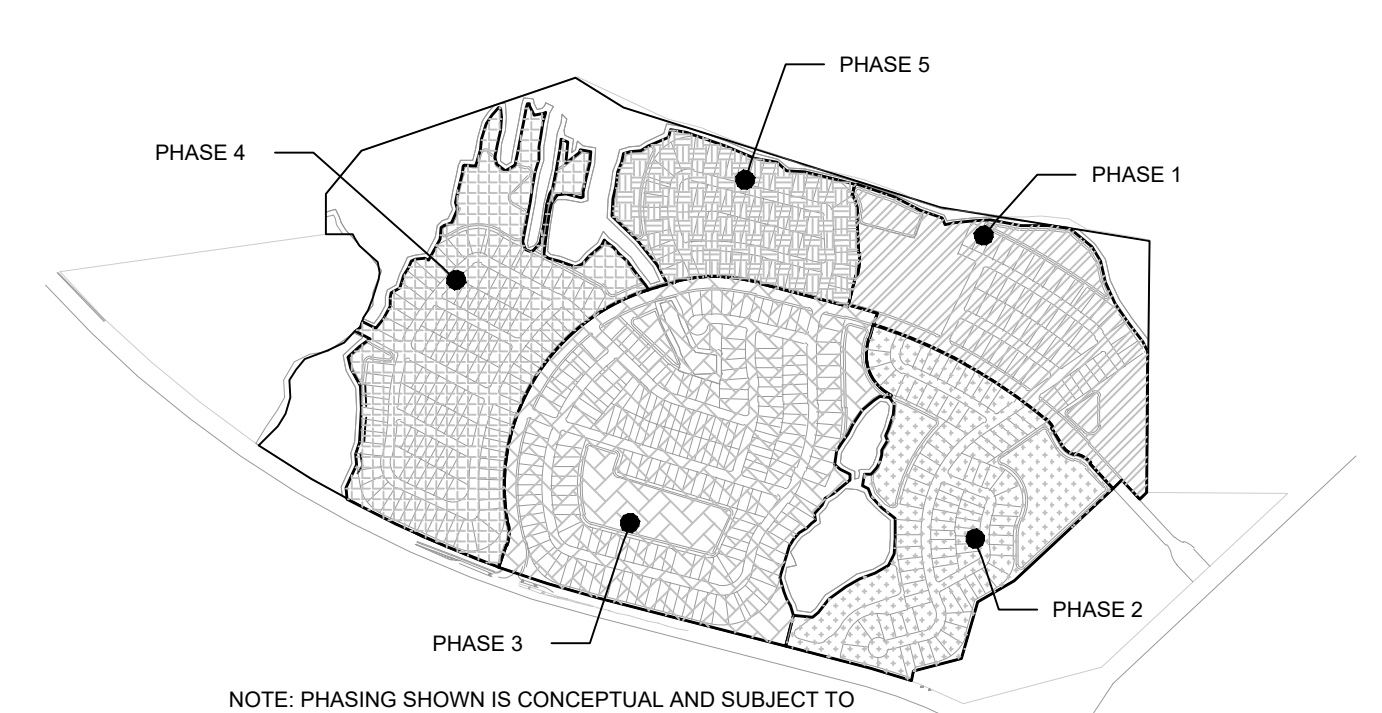
**PROPOSED LOT COUNT:**

LOT	LOT TYPE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	TOTAL
40'	PAIRED HOME	0	18	42	38	0	98
50'	SINGLE FAMILY	31	44	149	60	37	321
60'	SINGLE FAMILY	26	32	25	36	33	152
<b>TOTAL</b>		<b>57</b>	<b>94</b>	<b>216</b>	<b>134</b>	<b>70</b>	<b>571</b>

NOTE: PHASING SHOWN IS CONCEPTUAL AND SUBJECT TO CHANGE WITH FINAL ENGINEERING PLANS. PHASES MAY BE CONSTRUCTED NON-CONSECUTIVELY.

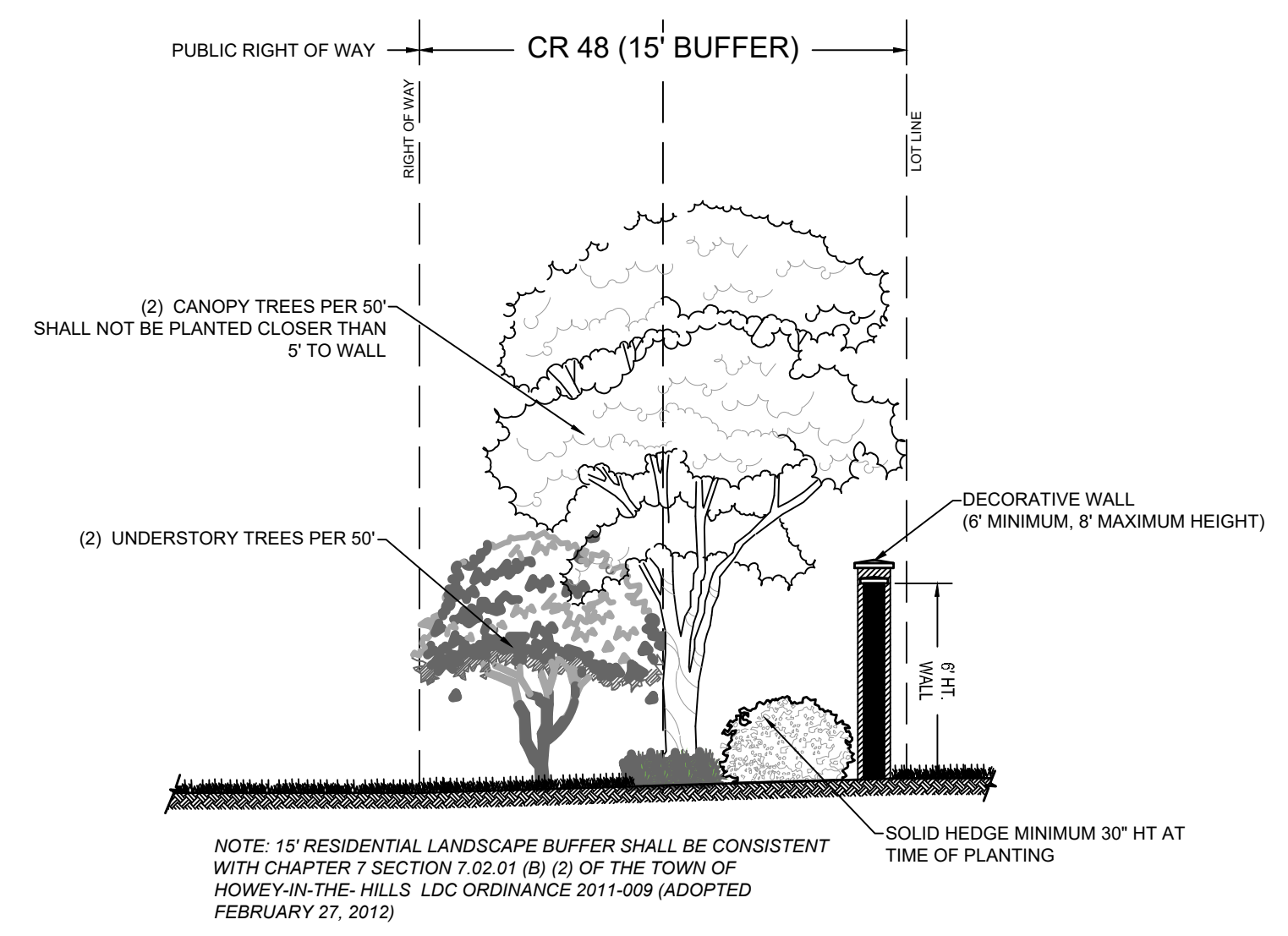
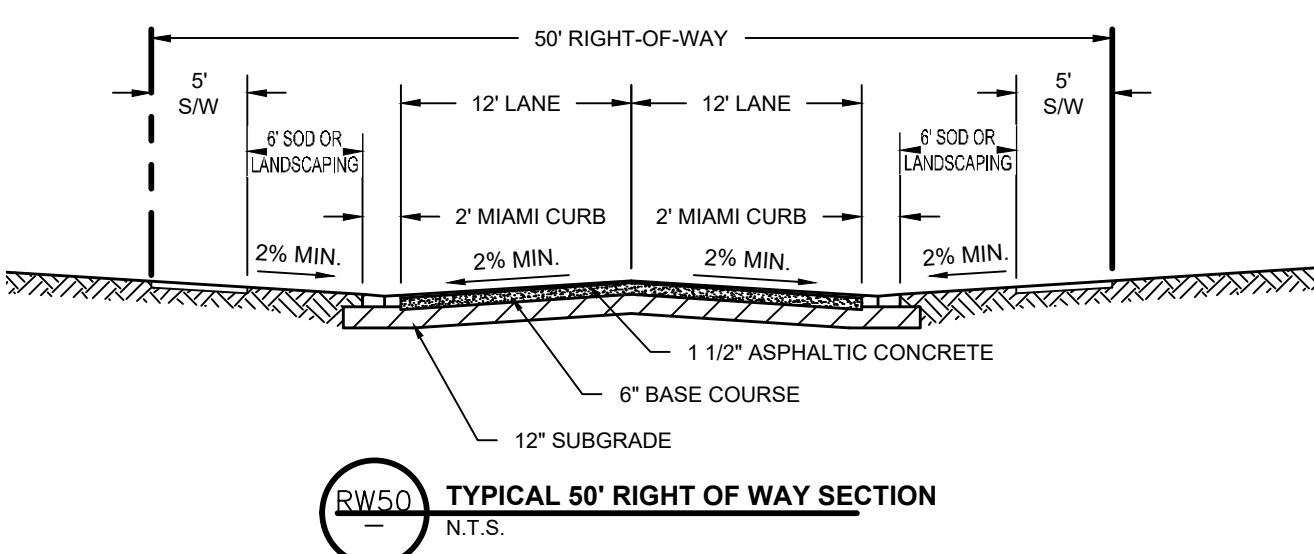
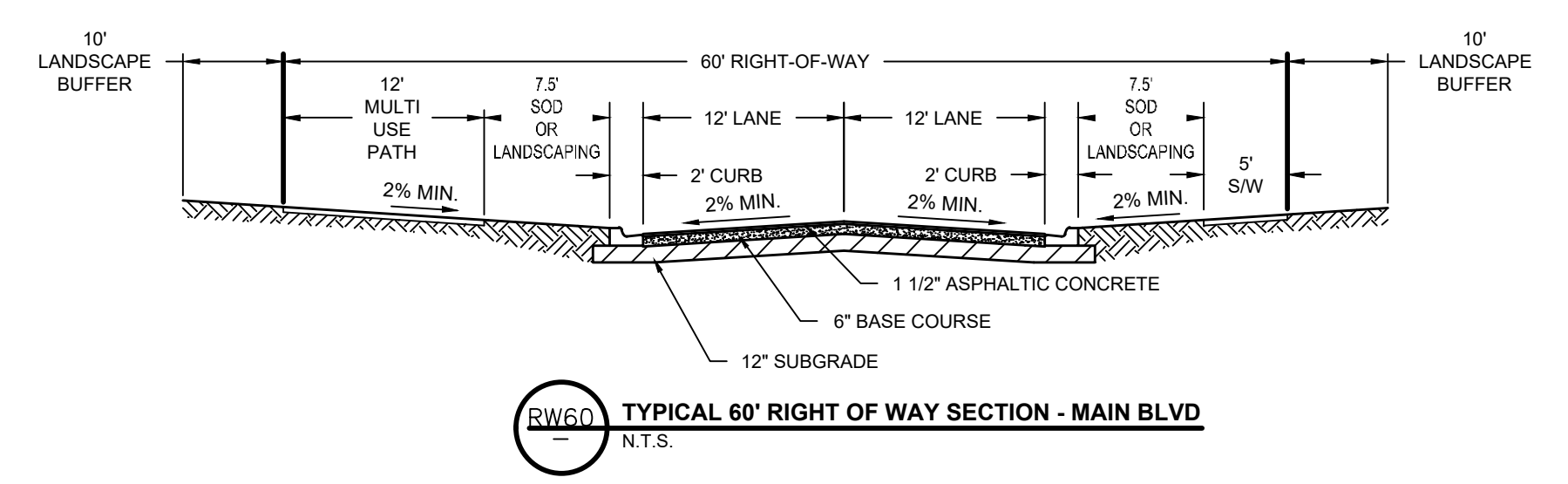
PUD NET DEVELOPABLE AREA CALCULATION	
TOTAL PROJECT AREA	= 264.00 AC
WETLANDS	= 30.00 AC
SURFACE WATER	= 3.00 AC
REQUIRED OPEN SPACE (25%)	= 66.00 AC
<b>NET DEVELOPABLE AREA = TOTAL AREA - WETLANDS NOT USED AS OPEN SPACE - SURFACE WATER - REQUIRED OPEN SPACE</b>	<b>= 195.00 AC</b>

NOTE: ALL AREAS TAKEN FROM PUD CONCEPTUAL LAND USE PLAN LOCATED IN A ATTACHMENT B OF THE DEVELOPMENT AGREEMENT FOR THE LAKE HILLS PUD  
NOTE: PUD NOTED ALL WETLANDS WERE USED AS OPEN SPACE SINCE THEY MADE UP LESS THAN 50% OF REQUIRED OPEN SPACE



NOTE: PHASING SHOWN IS CONCEPTUAL AND SUBJECT TO CHANGE WITH FINAL ENGINEERING PLANS. PHASES MAY BE CONSTRUCTED NON-CONSECUTIVELY.

**PHASING MAP**

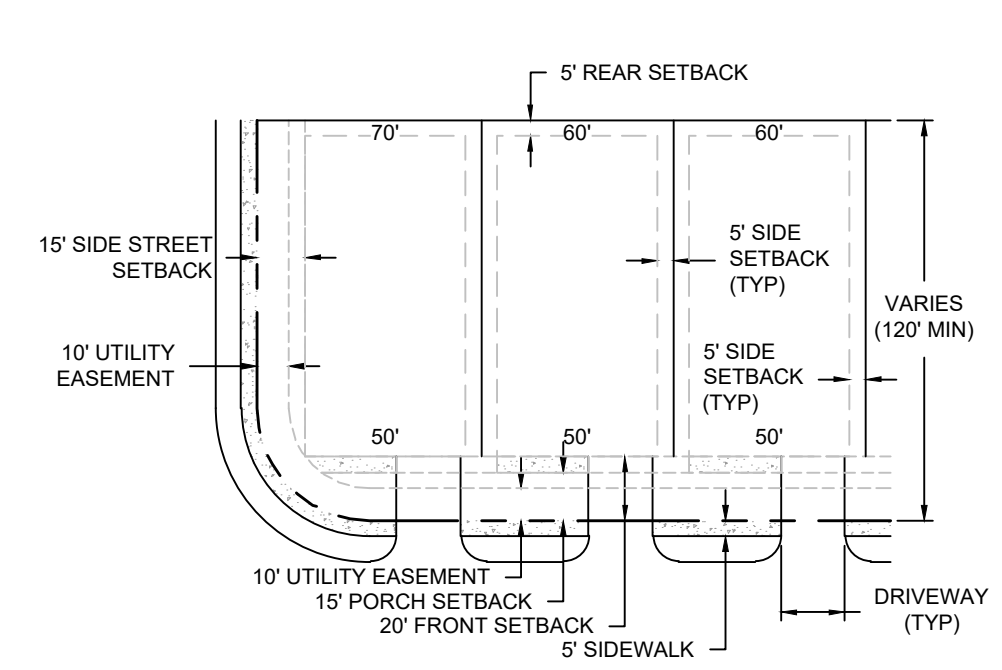


**LR15 TYPICAL - CR 48 (15' BUFFER)**  
N.T.S.

LAND USE RANGES PERMITTED IN PUD	
TOTAL PROJECT AREA	= 264.00 AC
PUD NET DEVELOPABLE LAND AREA	= 195.00 AC
INSTITUTIONAL	= 22.00 AC
CITY WATER TREATMENT PLANT	= 3.23 AC
PUBLIC/CIVIC USE	MIN 5% = 2.93 AC
5% OF NON RESIDENTIAL AREA PROVIDED	= 25.23 AC
PUBLIC PARK	MIN = 4.00 AC
PROVIDED	= 4.21 AC
RESIDENTIAL	MIN 70% = 136.50 AC
MAX 85% = 165.75 AC	
PROVIDED	= 144.58 AC
TOTAL NON-RESIDENTIAL AREAS	MIN 15% = 29.25 AC
MAX 30% = 58.50 AC	
PROVIDED	= 29.44 AC
OPEN SPACE	MIN 25% = 66.00 AC
RECREATIONAL	MIN 10% = 5.10 AC

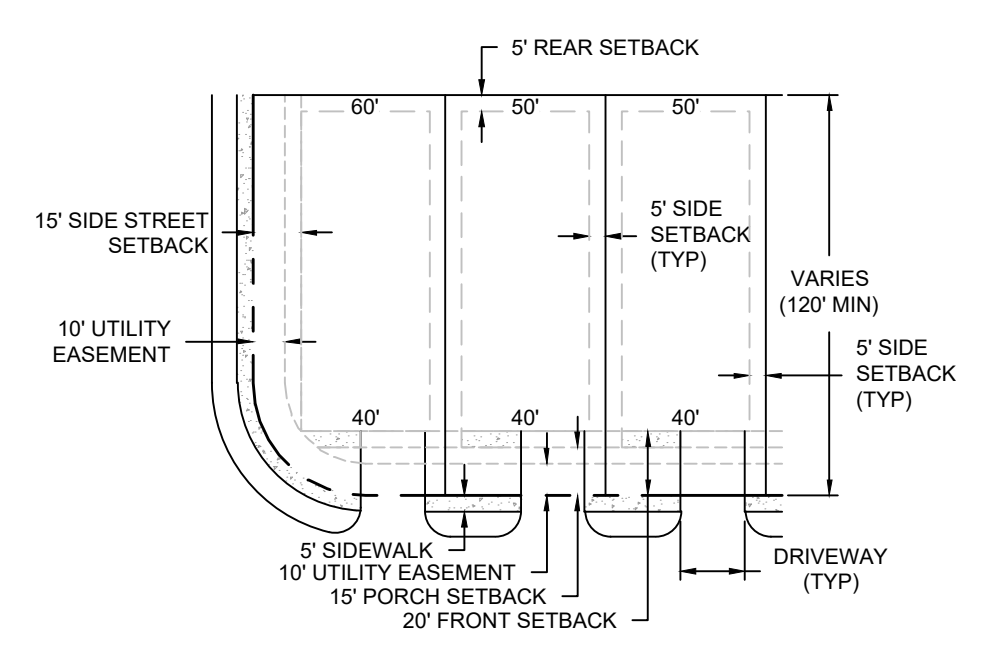
RESIDENTIAL PROJECT NET DEVELOPABLE AREA CALCULATION	
TOTAL PROJECT AREA	= 220.21 AC
WETLANDS	1 = 9.40 AC
	2 = 1.17 AC
	3 = 4.72 AC
	4 = 9.17 AC
	5 = 5.96 AC
	6 = 0.19 AC
<b>TOTAL</b>	<b>= 30.61 AC</b>
WETLAND AREA FOR OPEN SPACE (50%)	= 15.31 AC
WETLAND AREA NOT USED AS OPEN SPACE	= 15.31 AC
SURFACE WATER	1 = 0.19 AC
	2 = 0.89 AC
	3 = 0.53 AC
	4 = 1.19 AC
	5 = 0.34 AC
	6 = 0.49 AC
	7 = 1.64 AC
<b>TOTAL</b>	<b>= 5.27 AC</b>
REQUIRED OPEN SPACE (25%)	= 55.05 AC
<b>NET DEVELOPABLE AREA = TOTAL AREA - WETLANDS NOT USED AS OPEN SPACE - SURFACE WATER - REQUIRED OPEN SPACE</b>	<b>= 144.58 AC</b>

NOTE: ALL AREAS BASED ON PREDEVELOPMENT SURVEY



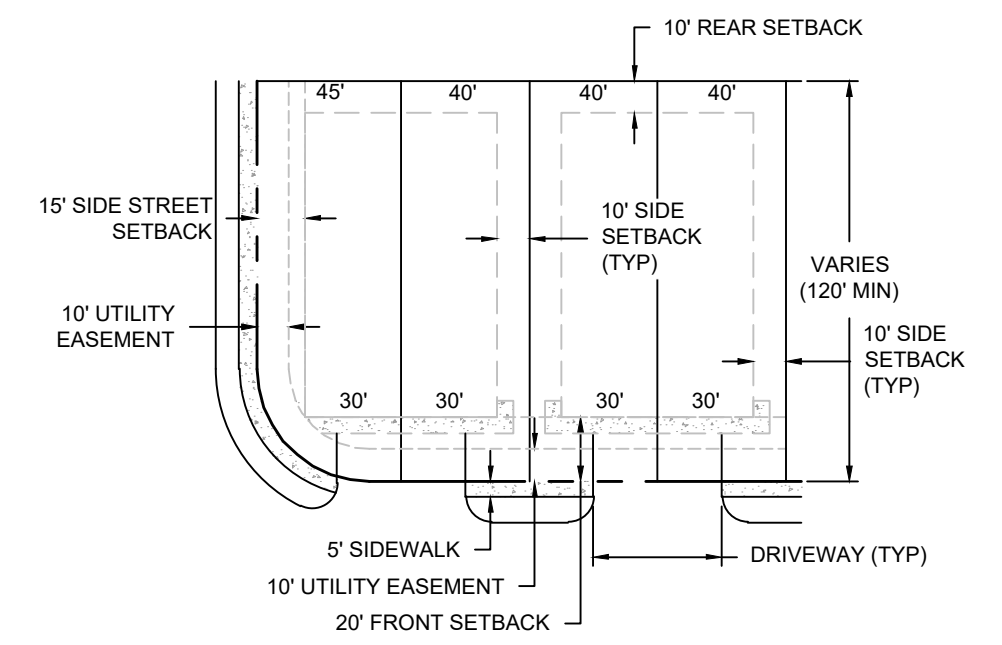
NOTE: 60+ COTTAGE LOT - 7,200 SF MIN. LOT SIZE. 75% LOT COVERAGE MAX. FRONT/SIDE GARAGE.

**60+ COTTAGE HOME LOTS**



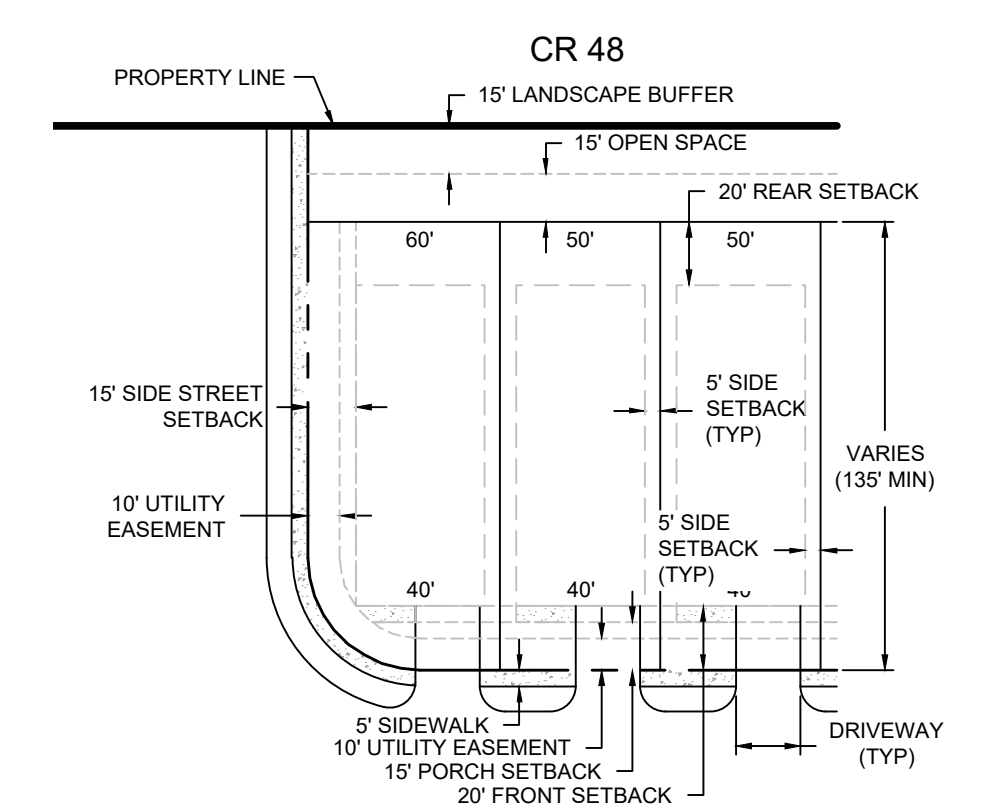
NOTE: 50' COTTAGE LOT - 6,000 SF MIN. LOT SIZE. 75% LOT COVERAGE MAX. FRONT/SIDE GARAGE.

**50' COTTAGE HOME LOTS**



NOTE: PAIRED HOME LOT - 4,800 SF MIN. LOT SIZE. 90% LOT COVERAGE MAX. FRONT GARAGE.

**PAIRED HOME LOTS**



**TYPICAL LOT DETAILS - 50' COTTAGE HOME LOTS ALONG C.R. 48**



**SITE DATA:**

PARCEL ID:	23-20-25-0004-000-00200, 22-20-25-0004-000-01000, 15-20-25-0101-001-00000, 22-20-25-0001-000-01400, 23-20-25-0002-000-01100, 23-20-25-0002-000-00600, 23-20-25-0004-000-01000
JURISDICTION:	HOWEY-IN-THE-HILLS
ZONED:	PUD (LAKE HILLS 2011-008)
GROSS SITE AREA:	220.21 ACRES ±
TOTAL NUMBER OF LOTS:	571 LOTS
DENSITY:	2.59 DU/AC
OPEN SPACE REQUIRED:	55.33 AC (MIN. 25% OF GROSS AREA)
OPEN SPACE PROVIDED:	79.02 AC (36.0%)

**LEGEND:**

	WETLAND TO BE PRESERVED
	WETLAND IMPACT (2.74 AC)
	WETLAND BUFFER/OPEN SPACE
	OPEN SPACE/LANDSCAPE BUFFER
	HISTORIC TREE

	50' COTTAGE HOME LOT - (40'X85' PAD) TYPICAL	321 UNITS
	60+ COTTAGE HOME LOT - (50'X85' PAD) TYPICAL	152 UNITS
	PAIRED HOME LOT - (30'X85' PAD - DUPLEX) TYPICAL	98 UNITS
	<b>TOTAL UNITS -</b>	<b>571 UNITS</b>

	DEVELOPED AREA	220.21 AC	100%
	RESIDENTIAL LOTS	45.72 AC	20.8%
	ASPHALT AREA:	15.19 AC	6.9%
	RECREATION AREA:	6.36 AC	2.9%
	12' MULTI-USE PATH:	1.20 AC	0.5%
	WETLAND BUFFER:	8.24 AC	3.7%
	WETLAND:	31.83 AC	14.4%
	POND WET:	21.89 AC	9.9%
	POND DRY:	6.40 AC	2.9%
	PARK:	4.36 AC	2.0%
	OPEN SPACE:	79.02 AC	36.0%
	<b>TOTAL PERVIOUS:</b>	<b>89.78 AC</b>	<b>40.9%</b>
	<b>TOTAL IMPERVIOUS:</b>	<b>108.54 AC</b>	<b>49.2%</b>
	<b>TOTAL WET POND:</b>	<b>21.89 AC</b>	<b>9.9%</b>

**MADDEN**  
MOORHEAD & STOKES, LLC  
**CIVIL ENGINEERS**  
431 E. Horatio Avenue  
Suite 250  
Maitland, Florida 32751  
(407) 629-8330

**PRELIMINARY SUBDIVISION PLAN**  
FOR  
**LAKE HILLS**  
TOWN OF HOWEY-IN-THE-HILLS  
LAKE COUNTY, FLORIDA

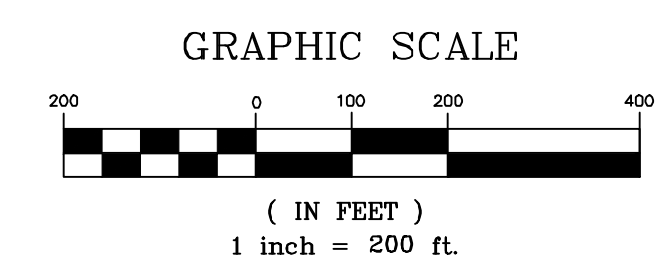
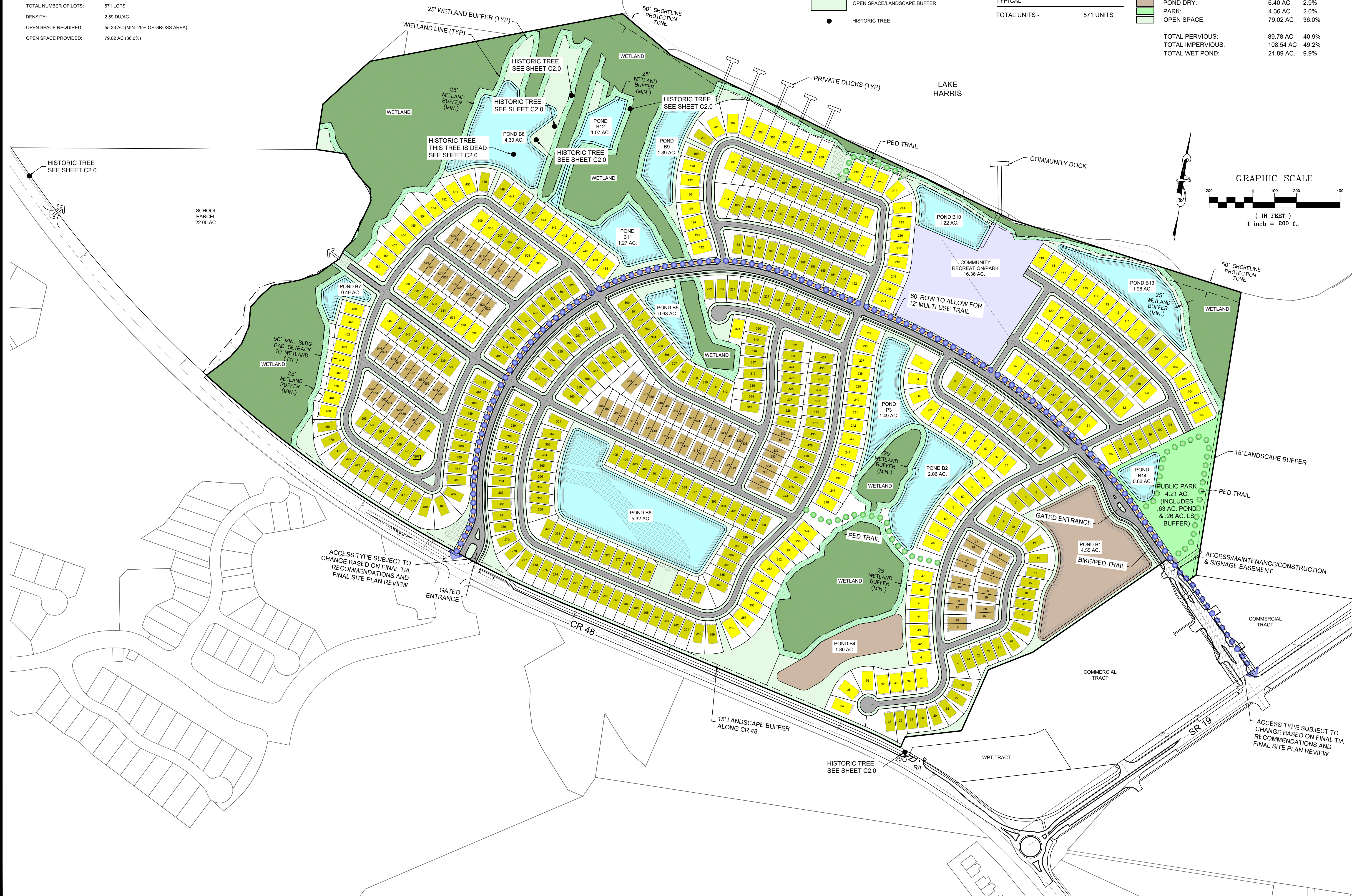
**LAKE HILLS**  
READER COMMUNITIES  
5850 TO LEE BOULEVARD, SUITE 200  
ORLANDO, FL 32822  
(407) 856-4899

ENGINEER IN CHARGE:  
DAVID A. STOKES, P.E. #66527  
DATE: February 6, 2024  
CERTIFICATE OF AUTHORIZATION NO. EB-0007223

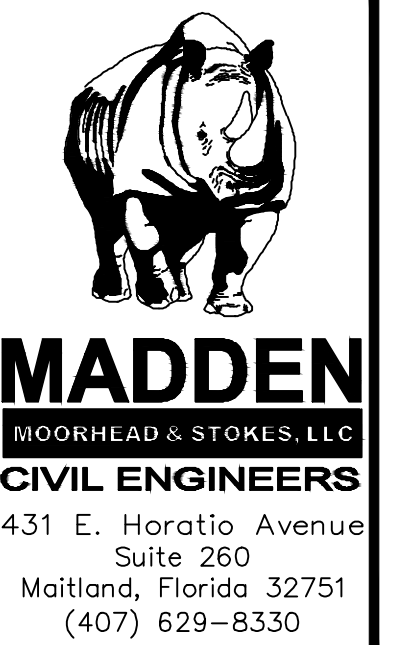
NO.	DATE	REVISIONS

JOB # 23019  
DATE: 10/27/2023  
SCALE: 1"=200'  
DESIGNED BY: JV  
DRAWN BY: JV  
APPROVED BY: DAS

**C1.00**







PRELIMINARY SUBDIVISION PLAN FOR LAKE HILLS

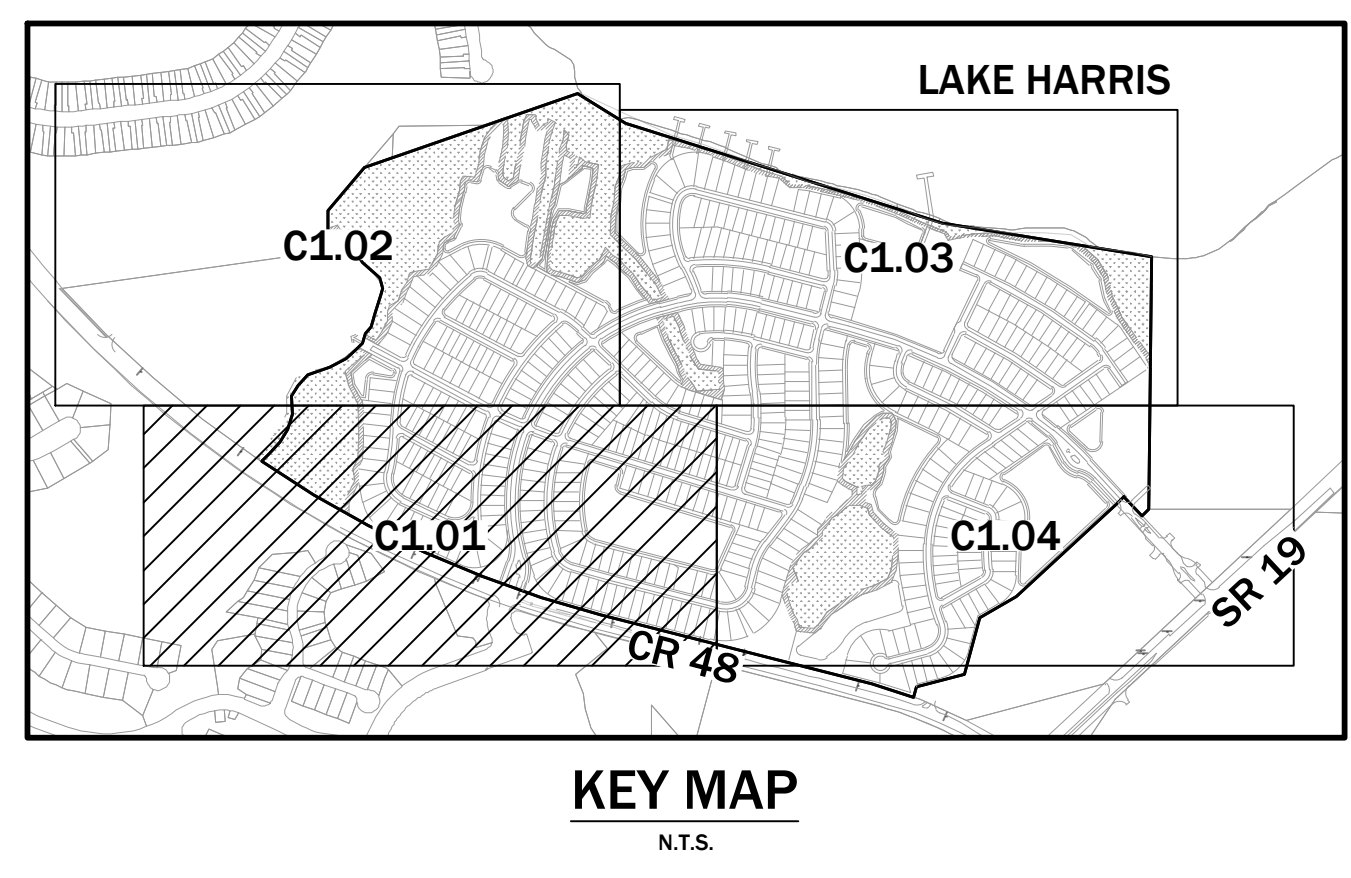
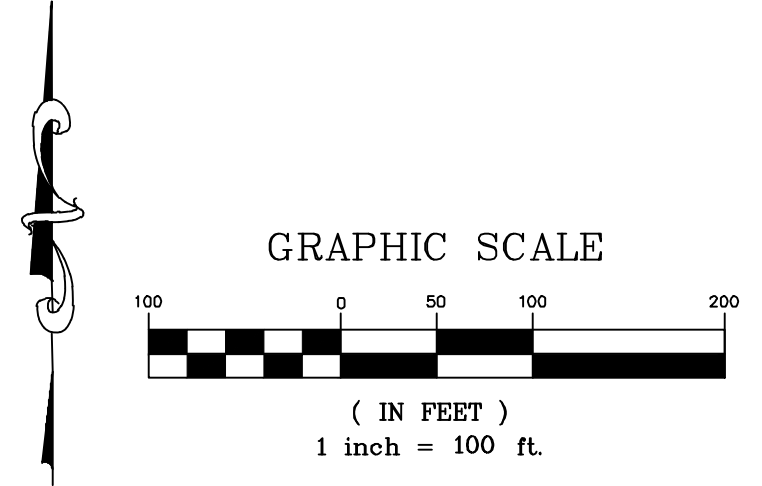
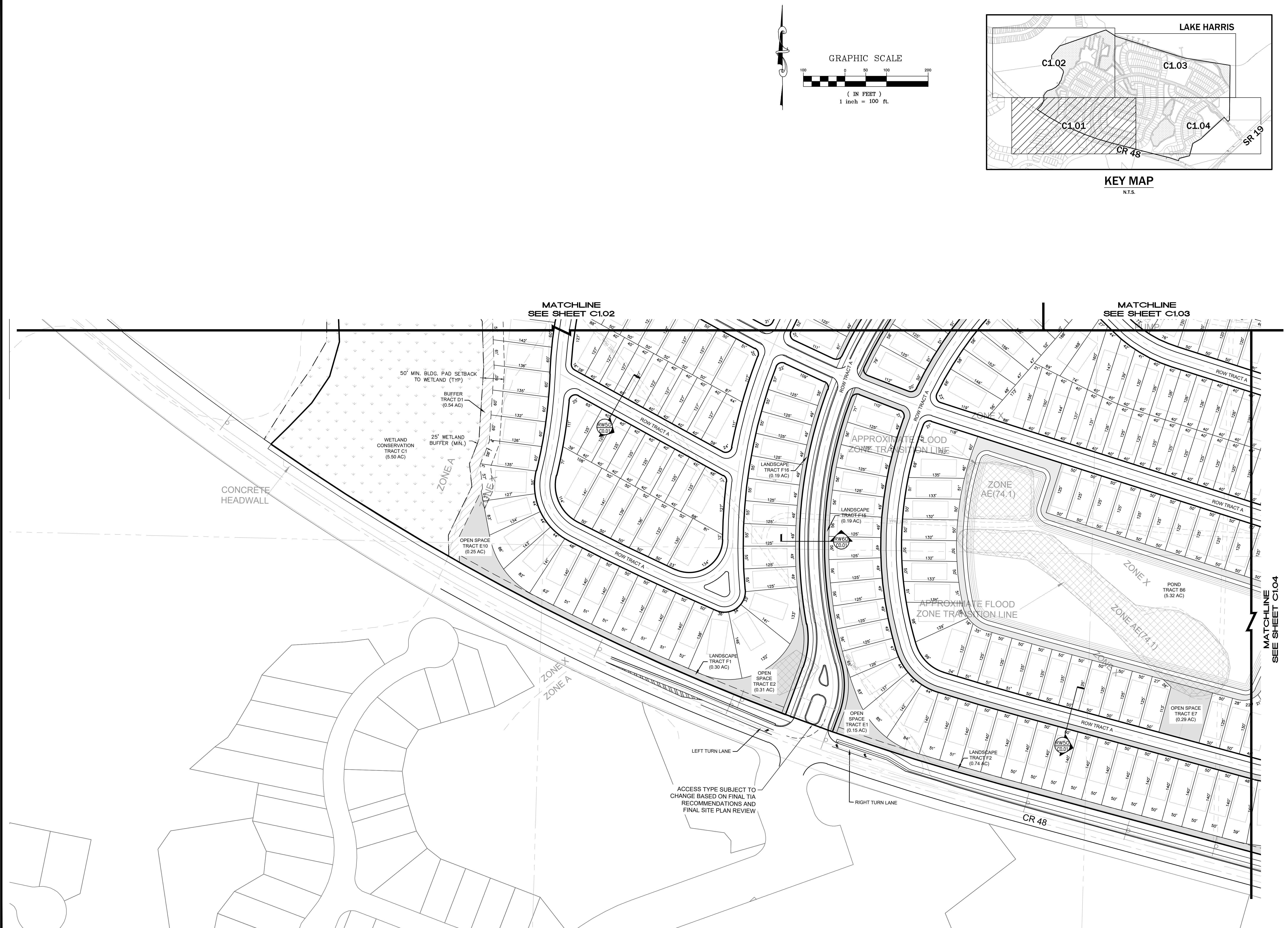
LAKE HILLS READER COMMUNITIES 5850 TO LEE BOULEVARD, SUITE 200 ORLANDO, FL 32822 (407) 856-4899

ENGINEER IN CHARGE: DAVID A. STOKES, P.E. #66527 DATE: February 6, 2024 CERTIFICATE OF AUTHORIZATION NO. EB-0007223

Table with 2 columns: DATE, REVISIONS

JOB # 23019 DATE: 10/27/2023 SCALE: 1"=100 DESIGNED BY: JV DRAWN BY: JV APPROVED BY: DAS

C1.01



MATCHLINE SEE SHEET C1.02

MATCHLINE SEE SHEET C1.03

MATCHLINE SEE SHEET C1.04

ACCESS TYPE SUBJECT TO CHANGE BASED ON FINAL TIA RECOMMENDATIONS AND FINAL SITE PLAN REVIEW

CONCRETE HEADWALL

WETLAND CONSERVATION TRACT C1 (5.50 AC)

25' WETLAND BUFFER (MIN.)

BUFFER TRACT D1 (0.54 AC)

50' MIN. BLDG. PAD SETBACK TO WETLAND (TYP)

OPEN SPACE TRACT E10 (0.25 AC)

LANDSCAPE TRACT F16 (0.19 AC)

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APPROXIMATE FLOOD ZONE TRANSITION LINE

APPROXIMATE FLOOD ZONE TRANSITION LINE

ZONE AE(74.1)

ZONE X

ZONE AE(74.1)

POND TRACT B6 (5.32 AC)

OPEN SPACE TRACT E7 (0.29 AC)

OPEN SPACE TRACT E1 (0.15 AC)

OPEN SPACE TRACT E2 (0.31 AC)

LANDSCAPE TRACT F1 (0.30 AC)

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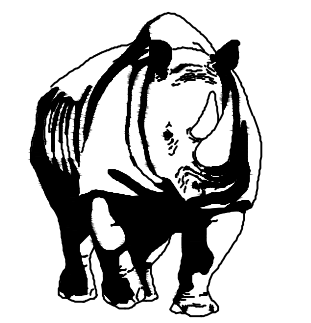
LEFT TURN LANE

RIGHT TURN LANE

ZONE X

ZONE A





**MADDEN**  
 MOORHEAD & STOKES, LLC  
**CIVIL ENGINEERS**  
 431 E. Horatio Avenue  
 Suite 260  
 Maitland, Florida 32751  
 (407) 629-8330

**PRELIMINARY SUBDIVISION PLAN**  
 FOR  
**LAKE HILLS**

TOWN OF HOWEY-IN-THE-HILLS LAKE COUNTY, FLORIDA

LAKE HILLS  
 READER COMMUNITIES  
 5850 TO LEE BOULEVARD, SUITE 200  
 ORLANDO, FL 32822  
 (407) 856-4899

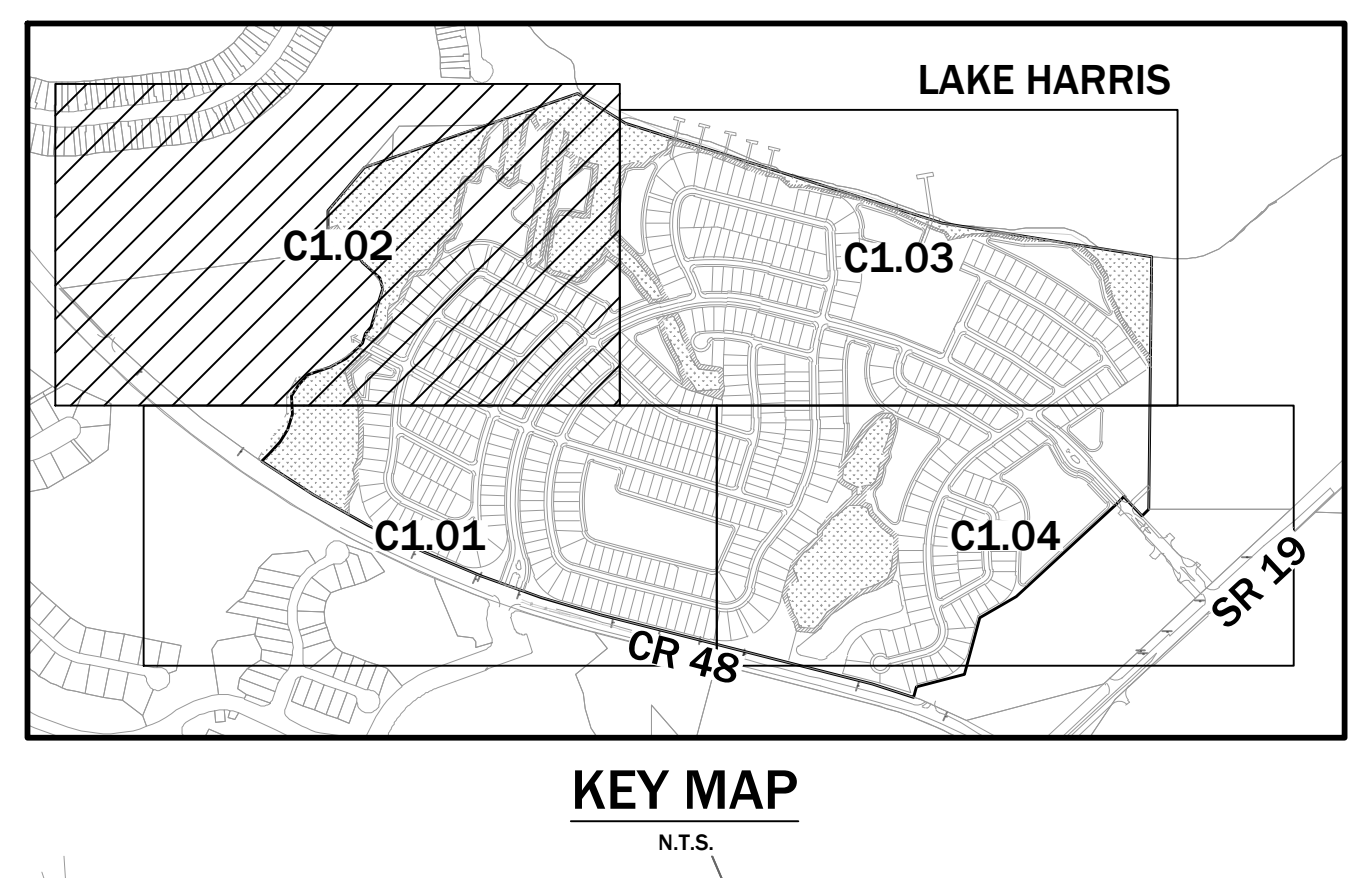
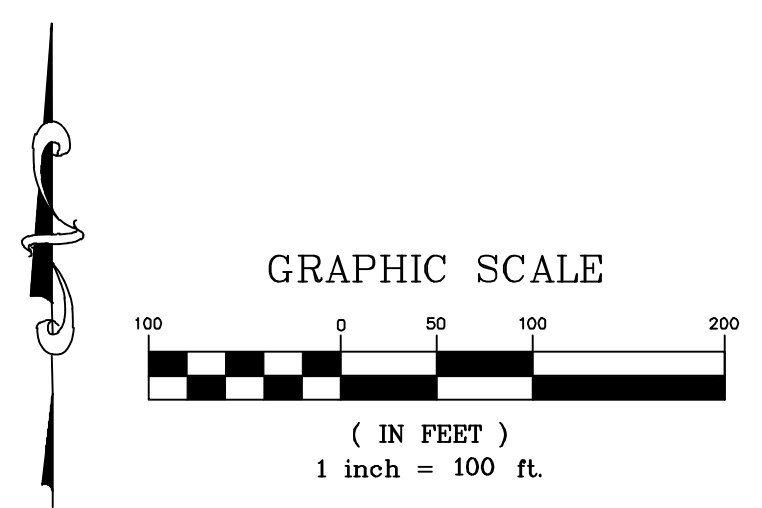
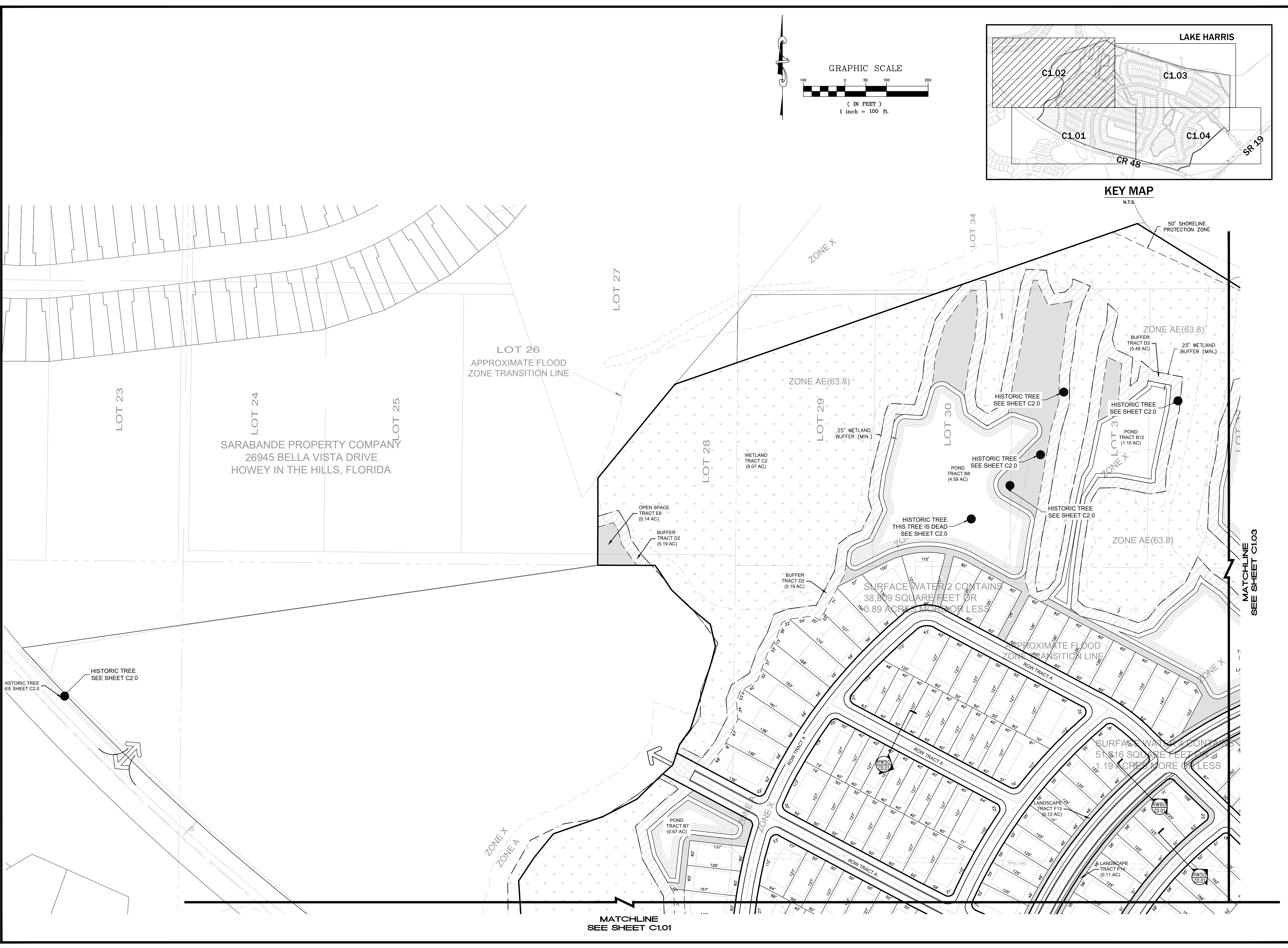
ENGINEER IN CHARGE:

DAVID A. STOKES, P.E. #66527  
 DATE: February 6, 2024  
 CERTIFICATE OF AUTHORIZATION NO. EB-0007723

NO.	DATE	REVISIONS

JOB # 23019  
 DATE: 10/27/2023  
 SCALE: 1"=100'  
 DESIGNED BY: JV  
 DRAWN BY: JV  
 APPROVED BY: DAS

**C1.02**

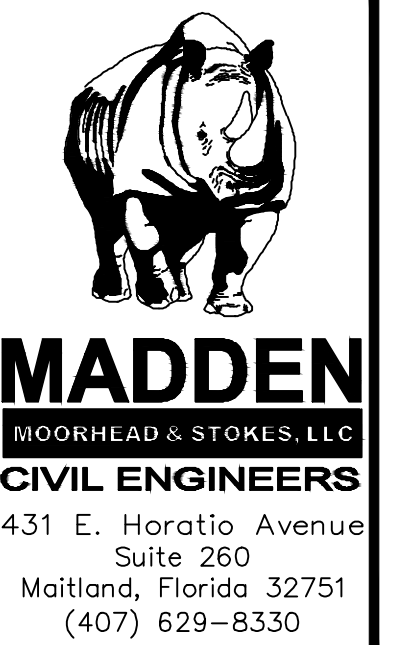


SARABANDE PROPERTY COMPANY  
 26945 BELLA VISTA DRIVE  
 HOWEY IN THE HILLS, FLORIDA

MATCHLINE  
 SEE SHEET C1.01

MATCHLINE  
 SEE SHEET C1.03





PRELIMINARY SUBDIVISION PLAN FOR LAKE HILLS

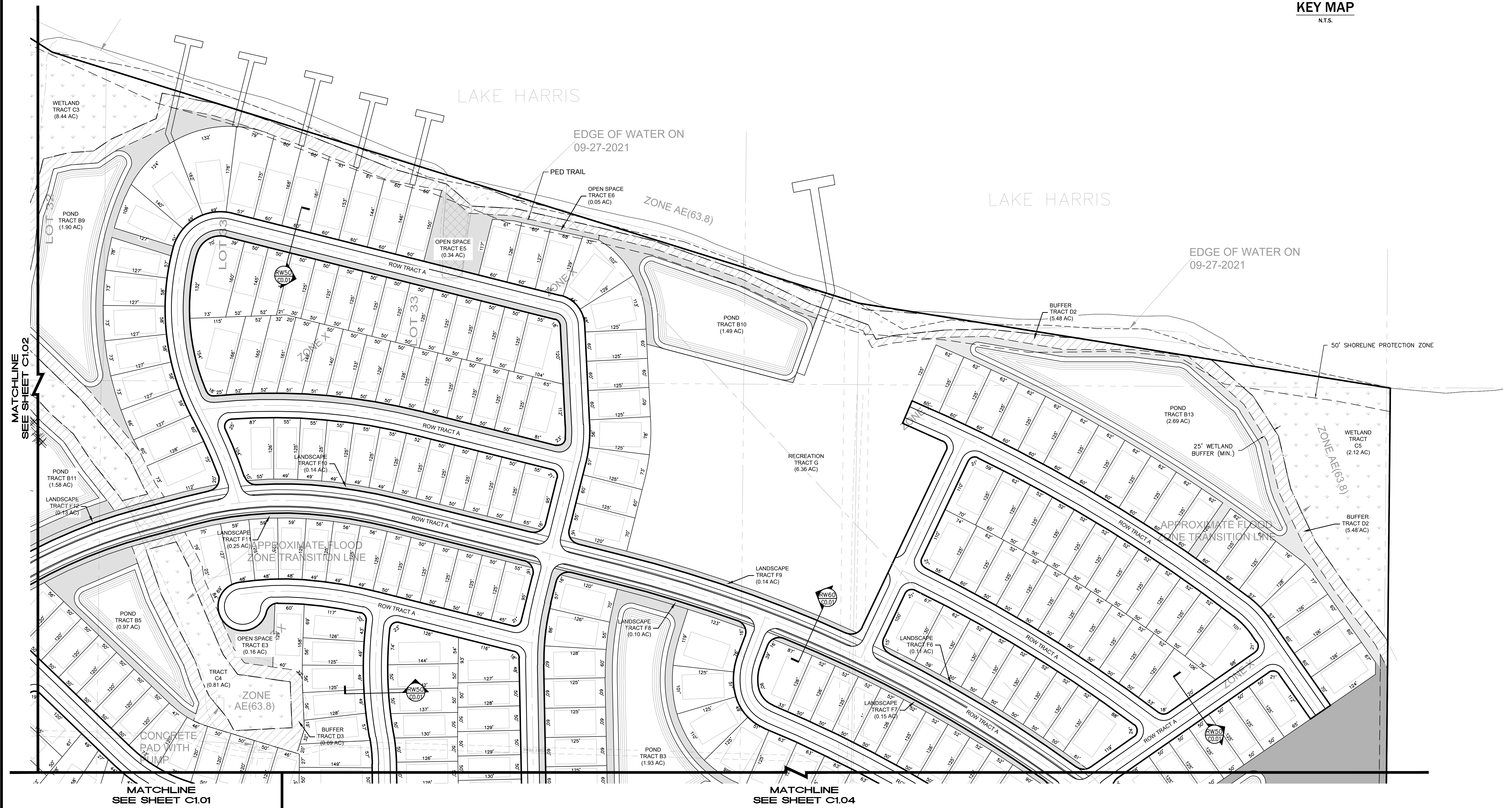
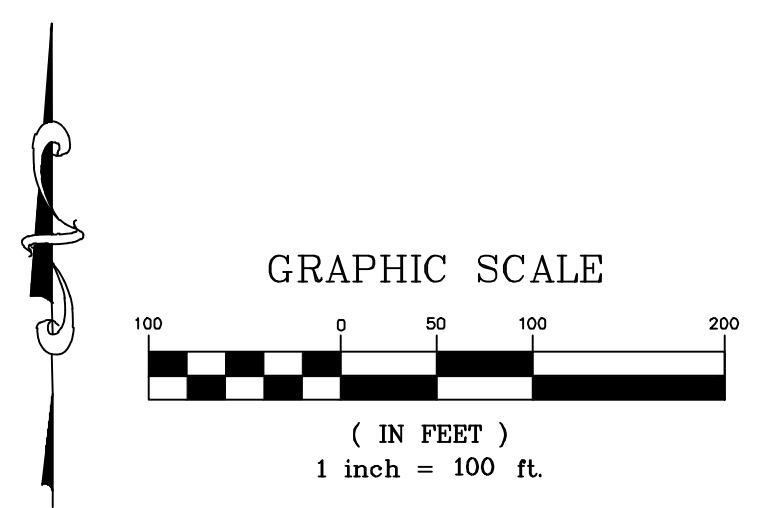
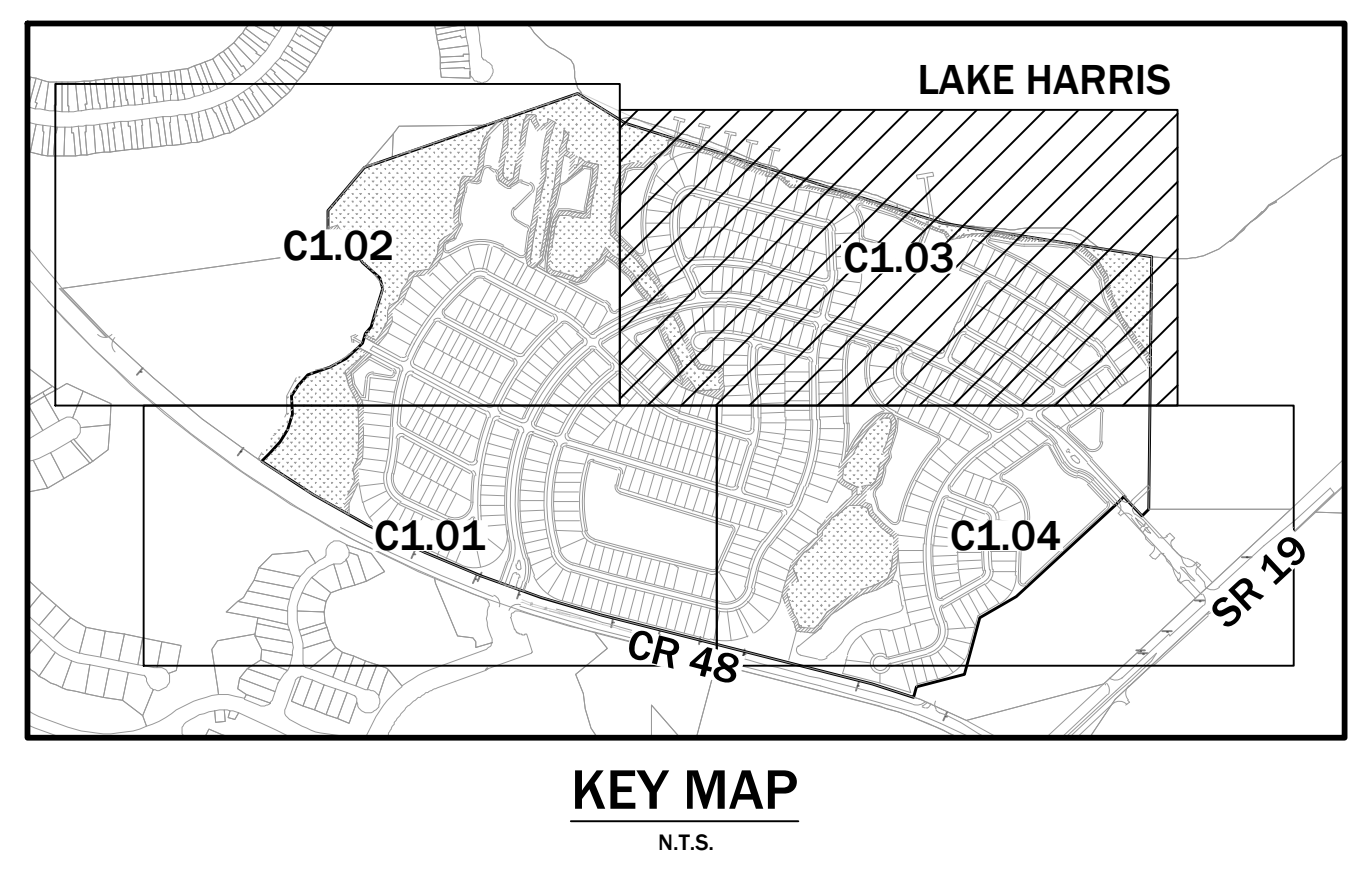
LAKE HILLS READER COMMUNITIES 5850 TO LEE BOULEVARD, SUITE 200 ORLANDO, FL 32822 (407) 856-4899

ENGINEER IN CHARGE: DAVID A. STOKES, P.E. #66527 DATE: February 6, 2024 CERTIFICATE OF AUTHORIZATION NO. EB-0007723

Table with 2 columns: NO., DATE, REVISIONS. Contains 11 rows for revisions.

JOB # 23019 DATE: 10/27/2023 SCALE: 1"=100 DESIGNED BY: JV DRAWN BY: JV APPROVED BY: DAS

C1.03



MATCHLINE SEE SHEET C1.02

MATCHLINE SEE SHEET C1.01

MATCHLINE SEE SHEET C1.04

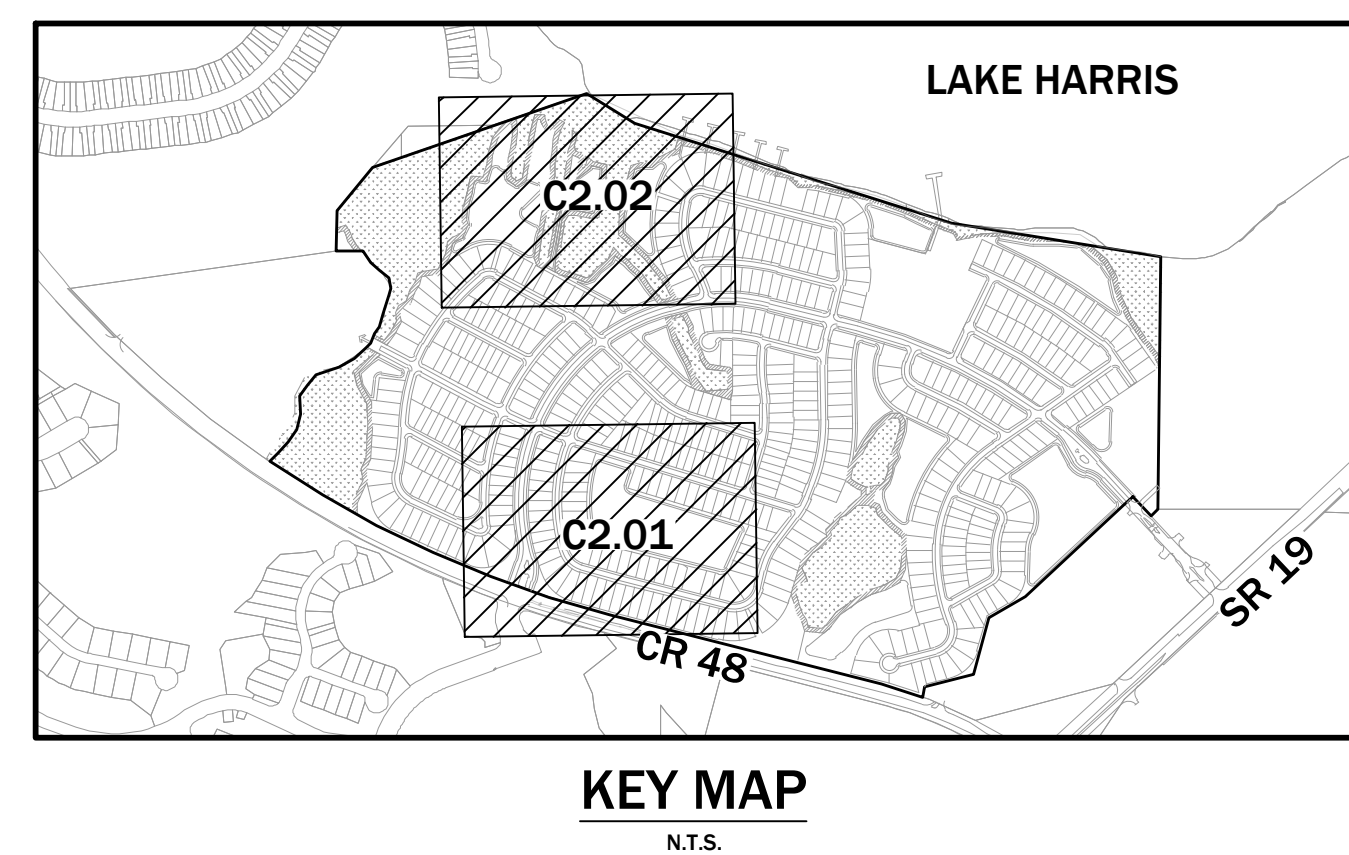
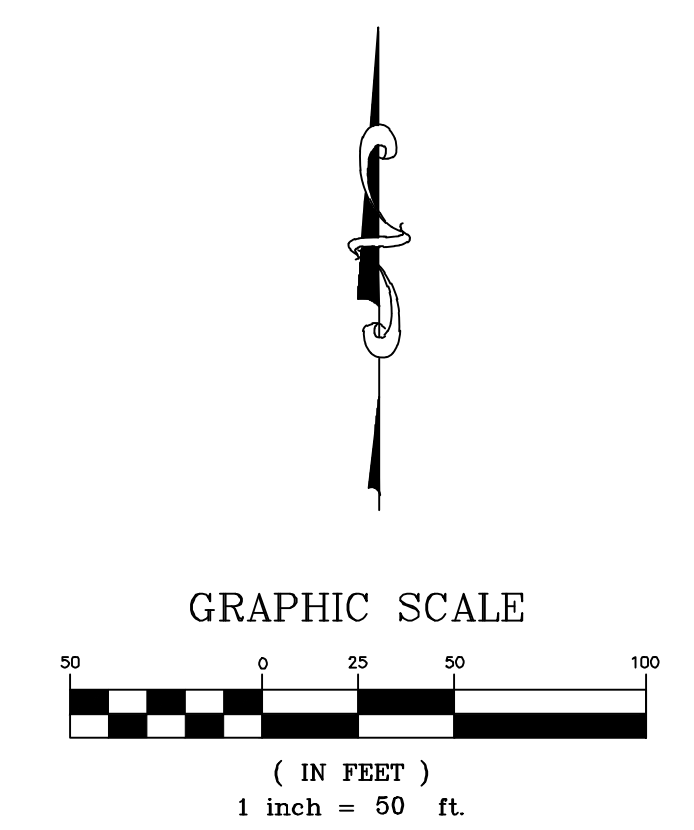
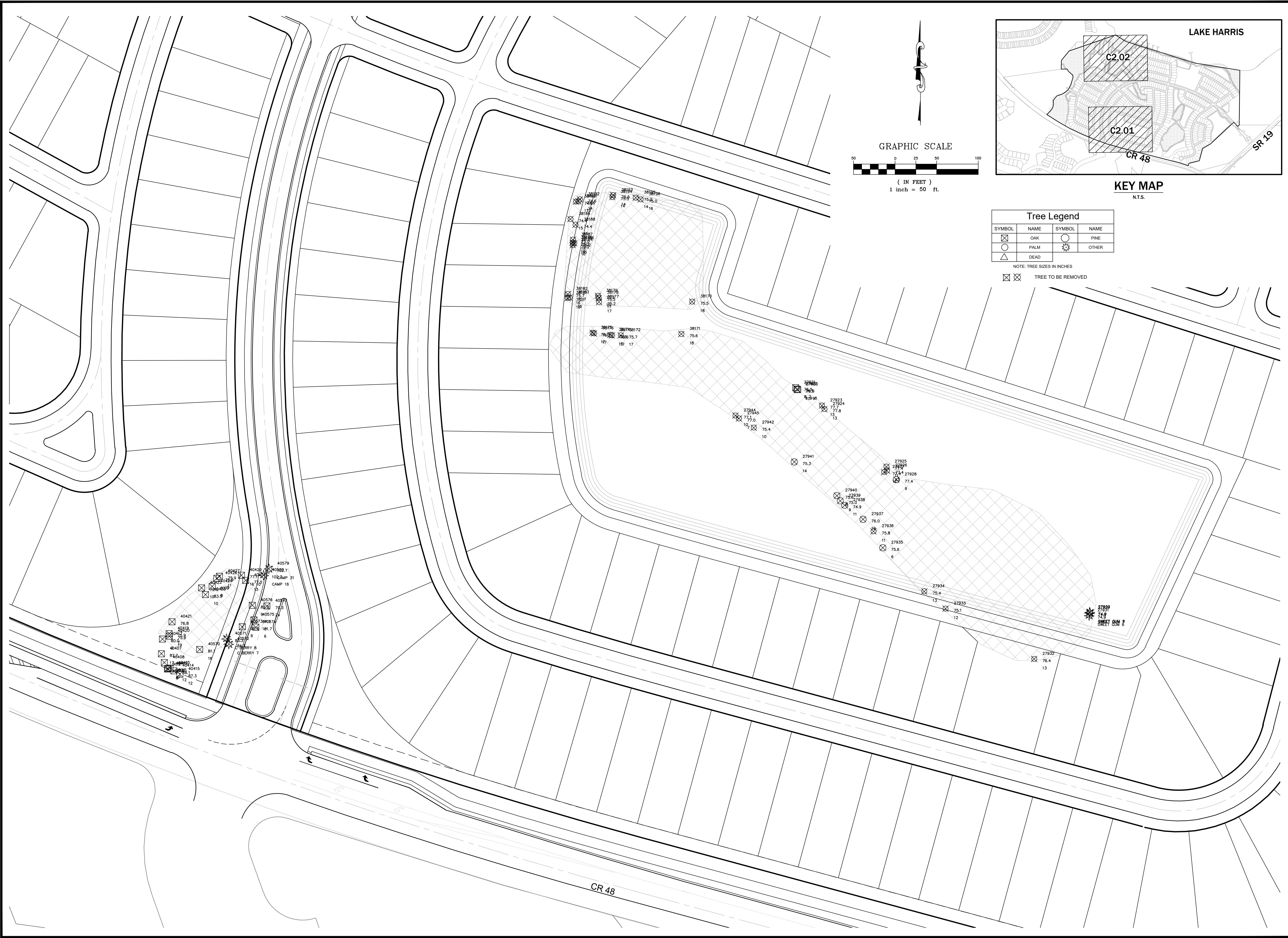












**Tree Legend**

SYMBOL	NAME	SYMBOL	NAME
☒	OAK	☉	PINE
○	PALM	☼	OTHER
△	DEAD		

NOTE: TREE SIZES IN INCHES

☒ ☒ TREE TO BE REMOVED

**MADDEN**  
MOORHEAD & STOKES, LLC  
CIVIL ENGINEERS  
431 E. Horatio Avenue  
Suite 250  
Maitland, Florida 32751  
(407) 629-8330

**PRELIMINARY TREE REMOVAL PLAN**  
FOR  
**LAKE HILLS**  
TOWN OF HONEY-IN-THE-HILLS LAKE COUNTY, FLORIDA

**LAKE HILLS**  
READER COMMUNITIES  
5850 TO LEE BOULEVARD, SUITE 200  
ORLANDO, FL 32822  
(407) 856-4899

ENGINEER IN CHARGE:  
DAVID A. STOKES, P.E. #66527  
DATE: February 6, 2024  
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

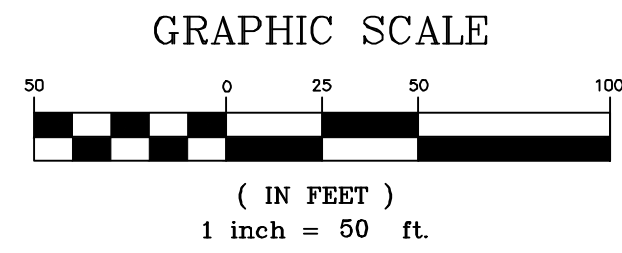
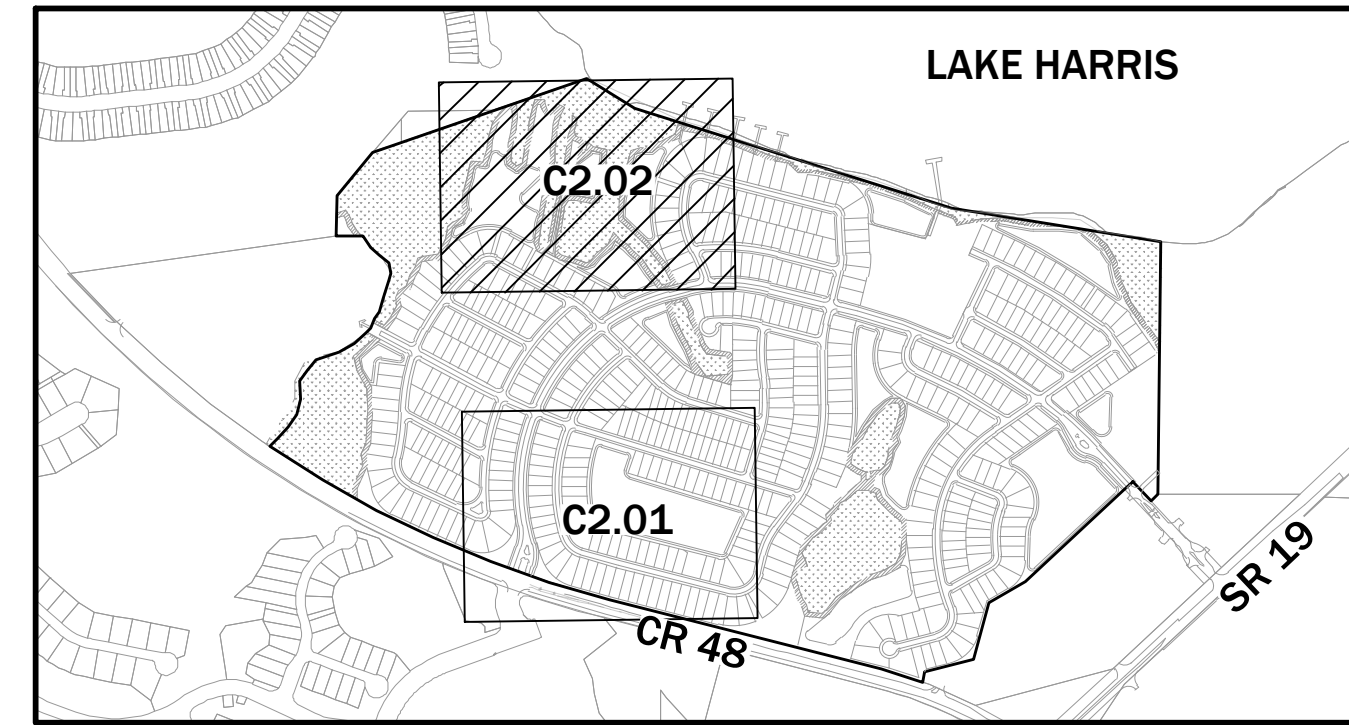
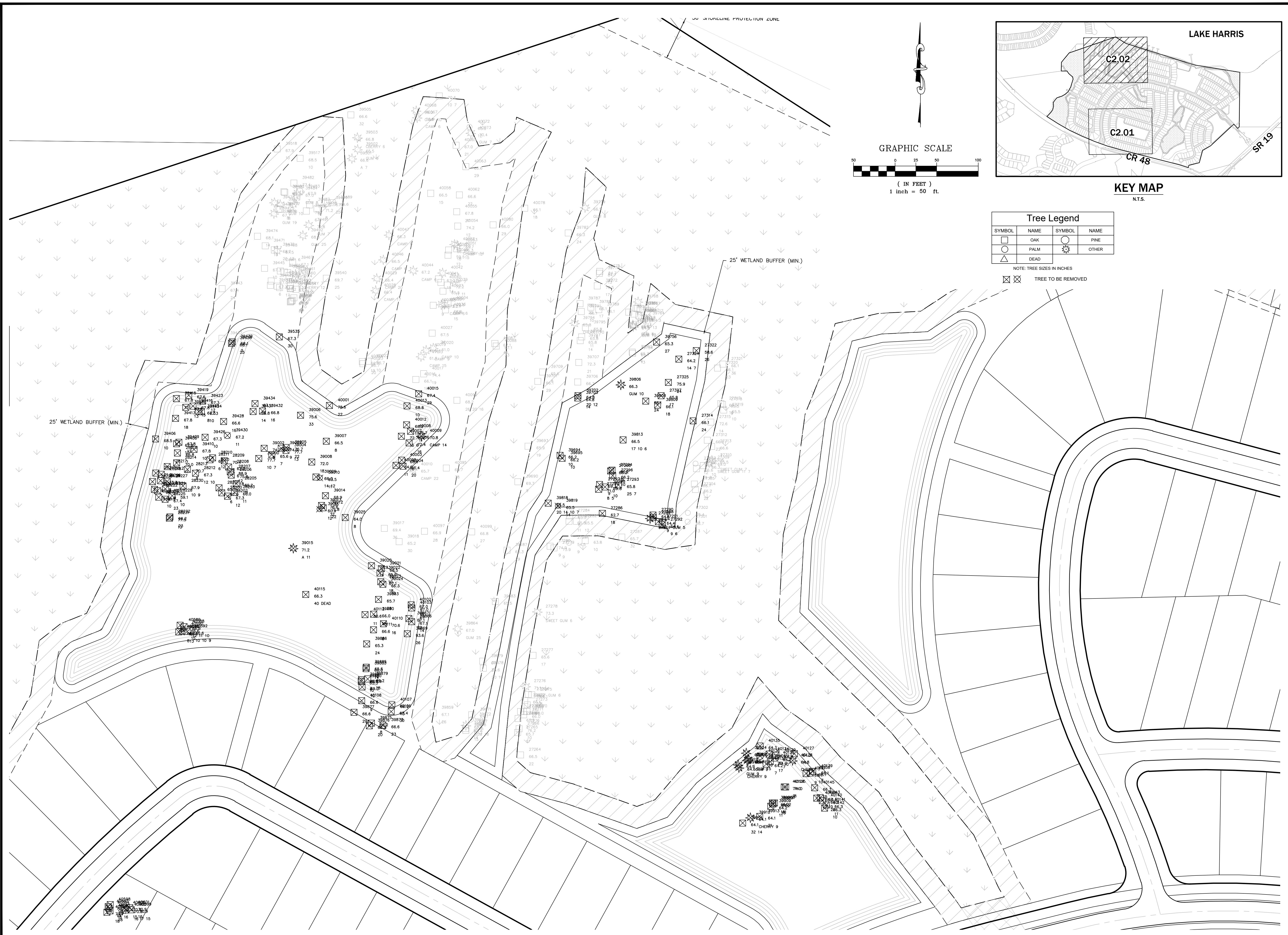
NO.	DATE	REVISIONS

JOB # 23019  
DATE: 10/27/2023  
SCALE: 1"=50'  
DESIGNED BY: JV  
DRAWN BY: JV  
APPROVED BY: DAS

**C2.01**

H:\Data\23019-Lake Hills PD\Eng\PSR\C2.01 Prel Tree Removal Plan.dwg February 6, 2024 12:36 PM 262





**Tree Legend**

SYMBOL	NAME	SYMBOL	NAME
□	OAK	○	PINE
○	PALM	⊗	OTHER
△	DEAD		

NOTE: TREE SIZES IN INCHES  
 ⊗ TREE TO BE REMOVED

**MADDEN**  
 MOORHEAD & STOKES, LLC  
 CIVIL ENGINEERS  
 431 E. Horatio Avenue  
 Suite 260  
 Maitland, Florida 32751  
 (407) 629-8330

**PRELIMINARY TREE REMOVAL PLAN**  
 FOR  
**LAKE HILLS**  
 TOWN OF HOWEY-IN-THE-HILLS  
 LAKE COUNTY, FLORIDA

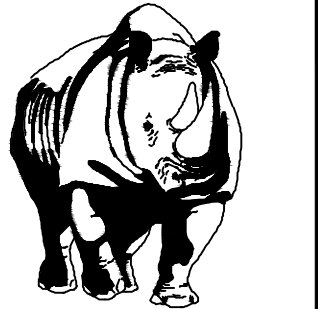
LAKE HILLS  
 READER COMMUNITIES  
 5850 TO LEE BOULEVARD, SUITE 200  
 ORLANDO, FL 32822  
 (407) 856-4899

ENGINEER IN CHARGE:  
 DAVID A. STOKES, P.E. #66527  
 DATE: February 6, 2024  
 CERTIFICATE OF AUTHORIZATION NO. EB-0007723

DATE	REVISIONS

JOB # 23019  
 DATE: 10/27/2023  
 SCALE: 1"=50'  
 DESIGNED BY: JV  
 DRAWN BY: JV  
 APPROVED BY: DAS

**C2.02**



MADDEN MOORHEAD & STOKES, LLC CIVIL ENGINEERS 431 E. Horatio Avenue Suite 260 Maitland, Florida 32751 (407) 629-8330

PRELIMINARY TREE REMOVAL TABLE FOR LAKE HILLS TOWN OF HONEY-IN-THE-HILLS LAKE COUNTY, FLORIDA

LAKE HILLS READER COMMUNITIES 5850 TO LEE BOULEVARD, SUITE 200 ORLANDO, FL 32822 (407) 856-4899

ENGINEER IN CHARGE: DAVID A. STOKES, P.E. #65627 DATE: February 6, 2024 CERTIFICATE OF AUTHORIZATION NO. EB-0007223

Table with columns for JOB #, DATE, SCALE, DESIGNED BY, DRAWN BY, and APPROVED BY. Values include 23019, 01-29-2024, N.T.S., JV, and DAS.

JOB # 23019 DATE: 01-29-2024 SCALE: N.T.S. DESIGNED BY: JV DRAWN BY: JV APPROVED BY: DAS

Main table listing tree removal details including Tree Point #, Tree Type, Action (SAVE/REMOVE), Tree ID, and Tree Diameter. Includes a summary table at the bottom right: COUNT OF TREES TO BE REMOVED: 368, INCHES OF TREES TO BE REMOVED: 3736, COUNT OF TREES TO BE SAVED: 231.



**TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**  
**GENERAL LAND DEVELOPMENT APPLICATION**

101 N. Palm Avenue, Howey-in-the-Hills, Florida 34737  
Phone: (352) 324-2290 • Fax: (352) 324-2126

Date Received: \_\_\_\_\_ Application ID: \_\_\_\_\_ Received By: \_\_\_\_\_

**REQUESTED ACTION**

- Comp Plan Amend       Variance       Site Plan (check one below)
  - Preliminary
  - Final
- PUD       Rezoning       Conditional Use
- Subdivision (check one below)       Subdivision Minor
  - Preliminary Plat (Preliminary Subdivision Plan)
  - Final Plat

Other: \_\_\_\_\_

Describe Request: \_\_\_\_\_

Name of Project: Lake Hills  
Preliminary Subdivision Plan - 571 single family lots

**APPLICANT INFORMATION:**

Dean Barberree, President  
 Name: Reader & Partners, LLC      E-Mail: dean@readercommunities.com  
 Address: 5850 TG Lee Boulevard, Sute 200      Phone: (407) 856-4899  
           Orlando, FL 32822      Fax: \_\_\_\_\_

- Owner       Agent for Owner       Attorney for Owner




**OWNER INFORMATION:**  
 SEE OWNER INFORMATION AT BOTTOM OF PAGE  
 Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 Address: 923 N. Pennsylvania Ave. Phone: \_\_\_\_\_  
Winter Park, FL 32789 Fax: \_\_\_\_\_

**PROPERTY INFORMATION:**  
 Address: northwest corner of intersection of C.R. 48 and S.R. 19  
 General Location: northwest corner of intersection of C.R. 48 and S.R. 19  
 Current Zoning: PUD Current Land Use: vacant  
 Parcel Size: 221.35 acres Tax Parcel #: SEE LIST OF PARCELS AT BOTTOM OF PAGE  
 Legal Description Attached  Yes  No Survey Attached  Yes  No

Pre-Application Meeting Date: \_\_\_\_\_  
 (Attach Pre-Application Form)

Application Fee: \$ 3,000.00 (\$1,000 PSP fee plus \$2,000 deposit)

Applicant's Signature:  \_\_\_\_\_ 11/7/23  
 (Signature) (Date)  
 Reader & Partners, LLC  
 By: Dean Barberree  
 Its: President  
 \_\_\_\_\_  
 (Print)

Owner's Signature: SEE AUTHORIZATION LETTER \_\_\_\_\_  
 (Provide letter of (Signature) (Date)  
 Authorization)  
 \_\_\_\_\_  
 (Print)

**Applications must be complete to initiate the review process.**

Parcel No.	Alt Key	OWNER
23-20-25-0004-000-00200	1780438	LAKE HARRIS (ORLANDO) ASLI VII OWNER #1 LLC
22-20-25-0004-000-01000	1801770	LAKE HARRIS (ORLANDO) ASLI VII OWNER #1 LLC
22-20-25-0001-000-01400	2923946	LAKE HARRIS (ORLANDO) ASLI VII OWNER #2 LLC
23-20-25-0002-000-00600	2923954	LAKE HARRIS (ORLANDO) ASLI VII OWNER #2 LLC
23-20-25-0002-000-01100	3881538	LAKE HARRIS (ORLANDO) ASLI VII OWNER #2 LLC
23-20-25-0004-000-01000	3815447	LAKE HARRIS (ORLANDO) ASLI VII OWNER #3 LLC





TMHConsulting@cfl.rr.com  
97 N. Saint Andrews Dr.  
Ormond Beach, FL 32174  
PH: 386.316.8426

## MEMORANDUM

**TO:** Town of Howey-in-the-Hills Development Review Committee  
**CC:** J. Brock, Town Clerk  
**FROM:** Thomas Harowski, AICP, Planning Consultant  
**SUBJECT:** Lake Hills Residential Preliminary Subdivision Plan Resubmittal

**DATE:** January 4, 2024

These comments are based on the letter and resubmittal package dated December 22, 2023.

1. The applicant has assigned 10.95 acres of the minimum open space to be provided by others. The applicant needs to identify who is providing the additional open space and provide a firm commitment from that source.
2. Total project open space by my calculation is 86.58 acres while the 66 acres refers to the minimum required open space.
3. Net developable land for the residential portion of the project is calculated as 154.37 acres. (220 acres less the 55.05 acres of required open space allocated to the residential portion of the project less the remaining wetlands and water bodies.) The required allocations for other project assigned uses are calculated from this amount.
4. With regard to the alley lot requirements, it appears the applicant can request the Town Council revise the agreement. We will discuss the procedure with the Town attorney, but assume at a minimum a written request will be needed along with a justification supporting the amendment. This request needs to be included in the package to go to the planning board.
5. With regard to the dedication of the access road, it is still not clear which entity is actually dedicating the right-of-way.
6. The sidewalk on CR 48 needs to be extended from its current terminus to the edge of the school district property.

7. The intersection plans for SR-19 and CR-48 seem to be clear in that a roundabout is to be constructed. Timing for the roundabout needs to be coordinated with the traffic impact assessment findings.
8. Town Council will need to accept using the required park to hold stormwater runoff from the entrance road. Be prepared to identify the anticipated volume from the road and from the park as separate totals.
9. The response on the tree protection requirements is inadequate. The applicant was asked to identify the total number of specimen trees and historic trees on the site and the number of trees preserved. As this factor may affect subdivision design, it cannot wait to future phases. A quick scan of the tree table identified the planned removal of at least one historic tree which is not permitted by the code except for specific circumstances.
10. The applicant is requested to calculate the total number of trees on site and the total number of trees protected. This figure is essential as an input to whether additional tree protection is to be requested. No effort was made to modify the proposed retention areas to minimize tree removal.
11. The tree legend was included in the submittal, but either the actual tree layer was turned off or was unreadable through the other information.
12. The proposed language for the pool and accessory structure setbacks needs to include a statement that the owner waives his right to seek a variance to the setback requirement. Alternatively, provide larger rear setbacks.

GRIFFEY ENGINEERING, INC.

January 9, 2024  
Lake Hills Preliminary Subdivision Plan  
Engineering Review Comments  
Page 1

Traffic

Access connections and offsite improvements need to be coordinated between the residential and commercial portions of Lake Hills PUD. The town and FDOT are working to develop an improvement plan for this area. Approval of this PSP should include a condition that the construction plans will incorporate those improvements.



February 7, 2024

Howey-in-the-Hills Town Hall  
101 N. Palm Ave.,  
Howey-in-the-Hills, FL 34737

**RE: Lake Hills Residential Preliminary Subdivision Plan Resubmittal**

To whom this may concern:

Below please find our responses to those comments.

**TMH CONSULTING, INC.**

Comment 1: The applicant has assigned 10.95 acres of the minimum open space to be provided by others. The applicant needs to identify who is providing the additional open space and provide a firm commitment from that source.

***Response 1: Please see revised PUD table on sheet C0.01, the table has been modified to only list the PUD required areas. The separate residential tables reflect the acreages provided by the residential portion of the development, which complies with the PUD requirements.***

Comment 2: Total project open space by my calculation is 86.58 acres while the 66 acres refers to the minimum required open space.

***Response 2: The PUD required open space is 25% of the gross 264 ac PUD. The commercial parcels, the residential parcel, and the future school parcel each will individually provide open space meeting the 25% PUD requirement. The provided open space within the residential portion will meet the required open space of the 220.21 Ac residential portion of the PUD, which equates to a minimum of 55 Ac.***

Comment 3: Net developable land for the residential portion of the project is calculated as 154.37 acres. (220 acres less the 55.05 acres of required open space allocated to the residential portion of the project less the remaining wetlands and water bodies.) The required allocations for other project assigned uses are calculated from this amount.

**Response 3:** *The net developable acreage is 220.21 Ac, less 50% of the wetlands = 15.31 ac, less surface waters, and less 25% required open space, which nets 144.58 Ac net developable acreage. Please see table on sheet C0.01 which includes this calculation.*

**Comment 4:** With regard to the alley lot requirements, it appears the applicant can request the Town Council revise the agreement. We will discuss the procedure with the Town attorney, but assume at a minimum a written request will be needed along with a justification supporting the amendment.

**Response 4:** *The applicant is seeking to create a high value age restricted active adult community to help distinguish it from other more traditional new communities in the area. This community will include an abundance of resident amenities as well as a public park and will help provide the necessary utility connection to allow the adjacent grocery anchored center to occur. This will bring an increased tax base and closer services to the residents of the town. This type of community has a reduced impact on services and vehicular trips compared to a more traditional community while creating a higher overall value. An essential part of creating this type of community is to provide a mix of home types desired by this type of buyer. A key part of this mix is to offer an attached “lock and leave” villa option that is a staple of this type of community. When residents are not enjoying the more social community amenities, they live primarily off the back of their homes in a more private rear living space and courtyard. This allows them a balance of privacy and public interaction depending their desire for that day. To accomplish this the attached villa home design has been a staple of age restricted communities. By positioning the garage to the front of the unit it allows this desired rear court privacy. As part of the master plan, we have located these proposed front-loaded villas in clusters in less prevalent areas, so they are not a primary focal point of the streetscape. We also anticipate these to be only 20% to 25% of the overall mix. We are respectfully seeking approval Town Council to allow this product type as a slight variation from the paired home lot (duplex) diagramed in the PUD. The PUD clearly states that “Housing types illustrated are conceptual only and are intended to portray typical housing. Actual housing product may vary from these examples.” The requested Villa product will offer a unique and desired lifestyle option for future residents to enjoy both the public and private experiences desired in creating this premium community. We respectfully request the Town Council to confirm this product is allowed and meets the intent of the approve PUD or alternatively is permissible and an alternative standard or non-substantial amendment of the CLUP consistent with the conceptual designation of the CLUP in the approved PUD.*

Comment 5: With regard to the dedication of the access road, it is still not clear which entity is actually dedicating the right-of-way.

**Response 5:** *The portion of the road located in the commercial site plan will be dedicated to the Town by the commercial developer which will be the owner of the land. The portion of the land located in the residential site plan will be dedicated to the Town by the residential developer which will be the owner of the land. The residential developer will be the beneficiary of an access and construction easement over the portion of the road located in the commercial site plan that allows the residential developer to complete the road if the commercial developer is delayed in doing so. This will also oblige the commercial developer to dedicate the right of way to the Town upon completion of the road.*

Comment 6: The sidewalk on CR 48 needs to be extend from its current terminus to the edge of the school district property.

**Response 6:** *Please see revised PSP, the sidewalk is now shown extending to the edge of the school property.*

Comment 7: The intersection plans for SR-19 and CR-48 seem to be clear in that a roundabout is to be constructed. Timing for the roundabout needs to be coordinated with the traffic impact assessment findings.

**Response 7:** *This item is informational and is acknowledged. The TIA will be coordinated with the Town and County for future planned improvements.*

Comment 8: Town Council will need to accept using the required park to hold stormwater runoff from the entrance road. Be prepared to identify the anticipated volume from the road and from the park as separate totals.

**Response 8:** *Acknowledged, this pond will only serve the park and public road portion. It is necessary to separate public and future HOA facilities for maintenance purposes.*

Comment 9: The response on the tree protection requirements is inadequate. The applicant was asked to identify the total number of specimen trees and historic tree on the site and the number of trees preserved. As this factor may affect subdivision design, it cannot wait to future phases. A quick scan of the tree table identified the planned removal of at least one historic tree which is not permitted by the code except for specific circumstances.

**Response 9:** *Please see revised PSP enclosed, the historic trees have been added to the PSP sheets, in addition a preliminary historic tree plan has been added to better distinguish the historic trees. The plan has been modified to avoid the healthy trees, note 1-tree is noted as dead and this tree will be removed. Additionally, 2 of the historic trees fall outside the residential portion of the PUD. Lastly,*

*sheets C2.01 and C2.02 have been added to better denote the trees to be saved and removed.*

Comment 10: The tree legend was included in the submittal, but either the actual tree layer was turned off or was unreadable through the other information.

***Response 10: Please see revised PSP set, the tree legend has been moved to the tree specific sheets C2.01 and C2.02.***

Comment 11: The proposed language for the pool and accessory structure setbacks needs to include a statement that the owner waives his right to seek a variance to the setback requirement. Alternatively, provide larger rear setbacks.

***Response 11: Acknowledged the restriction on pool and accessory structures will include a statement that the owner waives his right to see a variance to the setback requirement.***

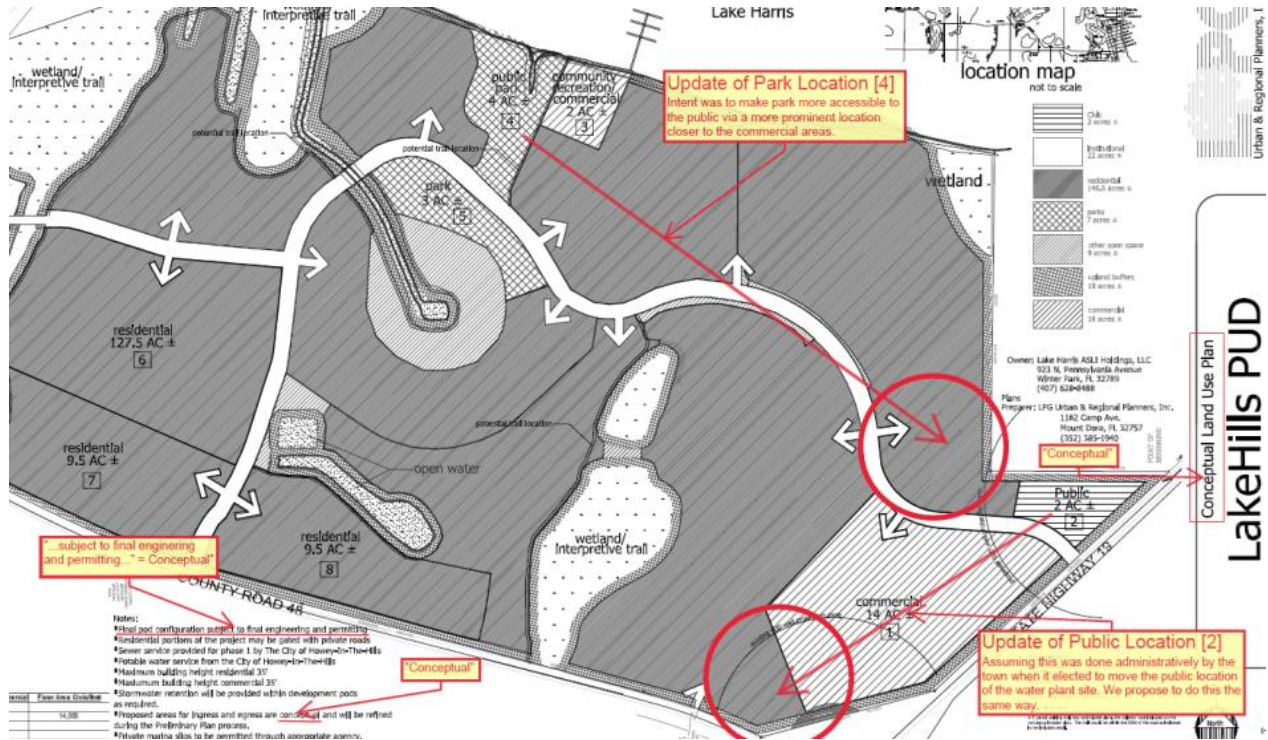
*Supplemental  
Comment*

*(Park Location):*

The four-acre public park is assigned to Pod 4 on the approved conceptual land use plan for the project. The current proposal to place the park in the area outside the control gate moves the park away from the Pod 4 designation. I think this is going to mean a modification to the most recent plan to move the facility back to the Pod 4 area.

***Response SC: The design intent is to provide the required 4-acre park is to locate it in a more prominent location than on the "Conceptual" Land Use Plan. The proposed location will bridge the residential and commercial areas and have better public accessibility for Howey residents. We see this to be very similar to the adjustment made for Public parcel [2] for the water plant when the Town elected to move it to the corner of US 19 and CR48. In that case the Conceptual Land Use Plan was not updated to make that change and these evidences the Towns understanding and application of the conceptual basis of this plan. We request to consistently follow what was done there.***





**GRIFFEY ENGINEERING, INC.**

Comment 1: Traffic - Access connections and offsite improvements need to be coordinated between the residential and commercial portions of Lake Hills PUD. The town and FDOT are working to develop an improvement plan for this area. Approval of this PSP should include the condition that the construction plans will incorporate those improvements.

**Response 1: Acknowledged**

If you have any questions, please don't hesitate to contact our office.

Sincerely,  
*David A. Stokes*

David A. Stokes, P.E.  
President

DAS/ja  
H:\Data\23019-Lake Hills PD\Cor\Comment & Response Letters\Howey-In-The-Hills Response - 2.doc



DESCRIPTION: (As per Title Commitment 11166639 issued by Fidelity National Title Insurance Company bearing an effective date of May 24, 2023 at 8:00 AM with Revision 1 dated June 6, 2023)

PARCEL 1: GOVERNMENT LOTS 2, 4, 5, 6, 7, 8 AND 9 LYING NORTH OF HIGHWAY 48 AND THE WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN NORTH 00°04'21" EAST 1314.20 FEET, MORE OR LESS, TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 89°35'28" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 23 A DISTANCE OF 1100.00 FEET, THENCE NORTH 00°27'54" EAST 1484.76 FEET, MORE OR LESS, TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

LESS AND EXCEPT COMMERCIAL 1 A PORTION OF GOVERNMENT LOTS 2, 8, AND 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N 00°53'14" E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S 89°35'43" E, A DISTANCE OF 1188.12 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET; THENCE S 75°35'20" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S 72°35'58" E, A DISTANCE OF 223.25 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 223.33 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N 15°36'38" E, A DISTANCE OF 52.62 FEET; THENCE N 75°08'12" E, A DISTANCE OF 258.80 FEET TO THE POINT OF BEGINNING; THENCE N 15°36'16" E, A DISTANCE OF 306.32 FEET; THENCE N 60°15'03" E, A DISTANCE OF 218.37 FEET; THENCE N 46°59'01" E, A DISTANCE OF 705.92 FEET; THENCE S 43°00'59" E, A DISTANCE OF 404.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S 27°52'48" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 27°52'48" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 63.40 FEET; THENCE S 43°00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE S 46°59'01" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 550.20 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE S 75°06'54" W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 210.88; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N 41°02'52" W, A DISTANCE OF 270.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 133.42 FEET AND A CHORD BEARING AND DISTANCE OF S 62°15'27" W, A DISTANCE OF 62.77 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.36 FEET; THENCE S 75°51'45" W, A DISTANCE OF 298.03 FEET; THENCE S 75°08'12" W, A DISTANCE OF 229.89 FEET; THENCE S 15°36'38" W, A DISTANCE OF 28.52 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 AND A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF N 69°15'12" W, A DISTANCE OF 50.20 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 50.20 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 630654 SQUARE FEET OR 14.48 ACRES MORE OR LESS. LESS AND EXCEPT COMMERCIAL 2 A PORTION OF GOVERNMENT LOT 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N 00°53'14" E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S 89°35'43" E, A DISTANCE OF 1188.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET; THENCE S 75°35'20" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S 68°56'00" E, A DISTANCE OF 521.94 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 523.03 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 75°06'54" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 742.75 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 46°59'01" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1328.28 TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N 89°48'40" W, A DISTANCE OF 738.20; THENCE S 46°59'01" W, A DISTANCE OF 50.00 FEET; THENCE S 43°00'59" E, A DISTANCE OF 269.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58°09'10" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58°09'10" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE S 43°00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY OF STATE ROAD 19; THENCE N 46°59'01" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 558.08 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 155,772 SQUARE FEET OR 3.58 ACRES MORE OR LESS.

LESS AND EXCEPT ACCESS EASEMENT COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 SECTION 23-20-25; THENCE SOUTH 00°28'42" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 765.11 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 19; THENCE SOUTH 46°59'01" WEST ALONG THE NORTHERLY RIGHT OF WAY, A DISTANCE OF 1,350.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 46°59'01" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 43°00'59" WEST, A DISTANCE OF 125.00 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS NORTH 27°52'48" WEST, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS NORTH 27°52'48" WEST, AND A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; THENCE NORTH 43°00'59" WEST, A DISTANCE OF 404.25 FEET; THENCE NORTH 46°59'01" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 404.25 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS SOUTH 58°09'10" EAST, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS SOUTH 58°09'10" EAST, AND A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 125.00 FEET; TO THE POINT OF BEGINNING. CONTAINING 49,343.34 SQUARE FEET OR 1.13 ACRES, MORE OR LESS.

PARCEL 2: BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°09'42" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 330 FEET; THENCE SOUTH 81°15'42" WEST TO THE EAST LINE OF TRACT "O", OF DRAKE POINT PARK REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 63, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 81°15'42" WEST TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48 TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

PARCEL 3: FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°09'42" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE NORTH 00°15'45" WEST 210 FEET; THENCE NORTH 38°44'24" EAST 583.17 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89°10'02" EAST 1177 FEET TO THE WATERS OF LAKE HARRIS; THENCE SOUTHEASTERLY ALONG SAID WATERS OF LAKE HARRIS TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, SAID POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 38°44'24" WEST TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST 1/4 TO POINT "A". LESS AND EXCEPT THAT PORTION DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN BOOK 4103, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4: THAT PART OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, AND RUN N 00°04'21" E ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 1202.20 FEET TO AN IRON PIN LABELED L.B. 707; THENCE CONTINUE N 00°04'21" E ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 112 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S 89°35'28" W, ALONG THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 A DISTANCE OF 100.00 FEET TO AN IRON PIN LABELED L.B. 707; THENCE N 00°27'54" E, 1451.76 FEET TO AN IRON ROD PIN LABELED L.B. 707; THENCE CONTINUE N 00°27'54" E, 33 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

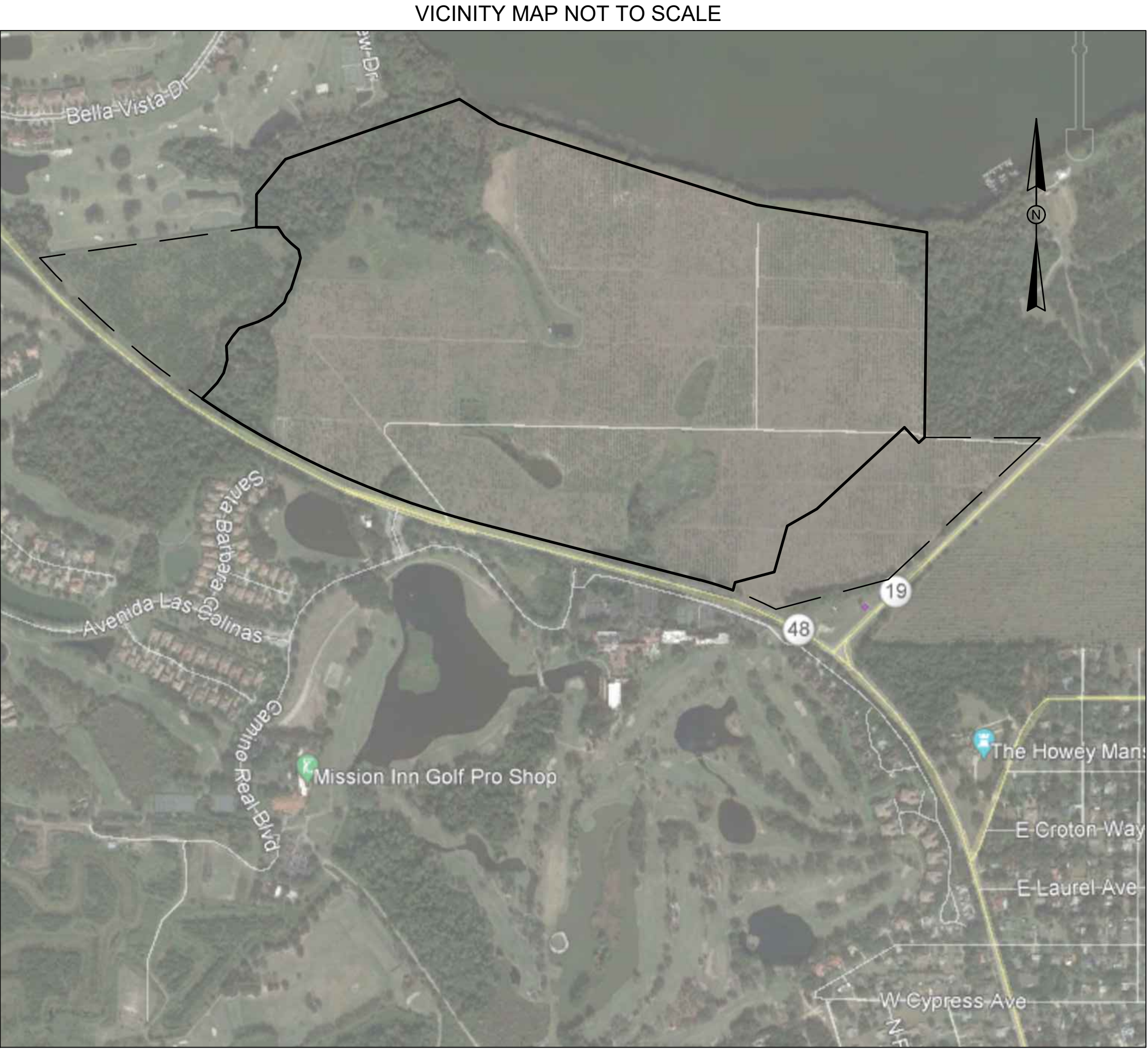
SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND, THE NORTH 60 FEET OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA LYING WEST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 19, AND AN EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA AND RUN S 00°04'21" E, ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23 A DISTANCE OF 50.00 FEET TO A POINT AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF S 00°02'52" W; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°35'47" AN ARC LENGTH OF 49.91 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°35'47" AN ARC LENGTH OF 49.91 FEET TO THE END OF SAID CURVE; THENCE S 89°35'28" W, PARALLEL WITH THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 23 A DISTANCE OF 1029.81 FEET; THENCE N 00°27'54" E, 1510 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN N 00°04'21" E LONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 23 A DISTANCE OF 25.00 FEET; THENCE S 89°35'28" W, PARALLEL WITH THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 1074.82 FEET; THENCE N 00°27'54" E, 1459 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE WESTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL 5: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°09'42" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE NORTH 00°15'45" WEST, 210 FEET; THENCE NORTH 38°44'24" EAST TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN BOOK 4103, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 6: THAT PART OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, RUN S 89°52'11" W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 330.00 FEET TO AN IRON PIPE LABELED LB707; THENCE N 00°09'33" E, 210.85 FEET TO A CONCRETE MONUMENT LABELED L31916; THENCE N 39°31'51" E, 583.79 FEET TO AN IRON PIN LABELED LB7514; THENCE N 89°52'31" E, 488.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN N 70°57'18" E, 519 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN N 89°52'31" E, 708.81 FEET TO AN IRON PIN LABELED LB7514; THENCE CONTINUE N 89°52'31" E, 30 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS; THENCE NORTHWESTERLY ALONG AND WITH SAID SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

Legend: (AS APPLICABLE) Table with columns for symbol, description, and notes. Includes items like S/CIR SET CAPPED IRON ROD 1/2" LB #8405, F/CIR FOUND CAPPED IRON ROD, F/IR FOUND IRON ROD, F/CP FOUND CAPPED IRON PIPE, F/FP FOUND IRON PIPE, F/CM FOUND CONCRETE MONUMENT, S/PK/NAD SET PK NAIL & DISK, F/PK/NAD FOUND PK NAIL & DISK, F/R/S FOUND RAILROAD SPIKE, W/M WATER METER, H/YD FIRE HYDRANT, W/V WATER VALVE, B/FP BACK FLOW PREVENTER, G/I GRATE INLET, C/ORB CURB INLET, ID IDENTIFICATION, LB LB, CONC CONCRETE, CLF CHAIN LINK FENCE, B/W BARBED-WIRE, OUL OVERHEAD UTILITY LINE, UP UTILITY POLE, LP LIGHT POLE, GA GUY ANCHOR, SIGN SIGN, R/CP REINFORCED CONCRETE PIPE, CMP CORRUGATED METAL PIPE, CPP CORRUGATED PLASTIC PIPE, X 99 99 EXISTING ELEVATION, ORB OFFICIAL RECORDS BOOK, (C) CALCULATED, (P) PLAT, (F) FIELD.

NOTES REGARDING OPTIONAL ALTA TABLE A 1. MONUMENTS ARE SHOWN. 2. THE ADDRESS OF THE SUBJECT PROPERTY IS AS SHOWN. 3. THE FLOOD ZONE IS SHOWN. 4. THE AREA OF THE PROPERTY IS SHOWN. 5. SUBSTANTIAL FEATURES OBSERVED ARE SHOWN. 6. SUBSTANTIAL FEATURES OBSERVED ARE SHOWN. 11(a). VISIBLE EVIDENCE OF ABOVE GROUND AND UNDERGROUND UTILITIES IS SHOWN. 13. THE ADJACENT OWNERS ARE SHOWN ACCORDING TO THE HILLSBOROUGH COUNTY PROPERTY APPRAISER'S WEB SITE. 16. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK OR BUILDING CONSTRUCTION OR BUILDING ADDITIONS.



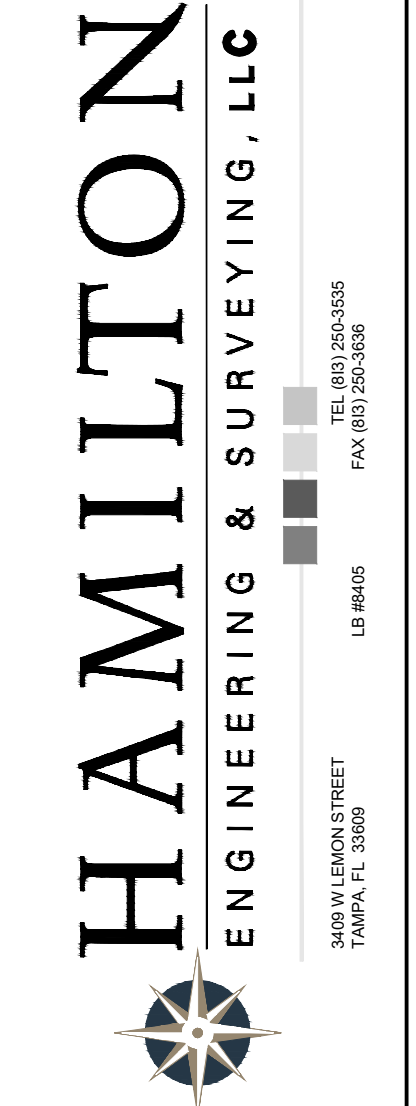
Surveyor's Notes: (AS APPLICABLE) ACCORDING TO CURRENT FLOOD INSURANCE MAPS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE PROPERTY SHOWN APPEARS TO BE WITHIN ZONES "X", "A" AND "AE" PANEL NO. 12069C0485E DATED DECEMBER 18, 2012. THE APPROXIMATE FLOOD ZONE TRANSITION, IF APPLICABLE, HAS BEEN OBTAINED AND PLOTTED FROM LARGE SCALE MAPS AND IS DEPICTED AS ACCURATELY AS POSSIBLE. THIS SURVEY BY NO MEANS REPRESENTS A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD, LAND WITHIN THE BOUNDARIES OF THIS SURVEY MAY OR MAY NOT BE SUBJECT TO FLOODING; THE BUILDING DEPARTMENT OR OTHER CUSTODIAL AGENCY FOR FLOOD DETERMINATION WITHIN THIS MUNICIPALITY MAY HAVE ADDITIONAL INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT. 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 48 AS SHOWN HAVING A BEARING OF N 75°35'20" W. 2) THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 3) NO INFORMATION ON ADJACENT PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THIS SURVEYOR. 4) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS. 5) THE BOUNDARY CORNERS AND LINES DEPICTED BY THIS SURVEY WERE ESTABLISHED PER INFORMATION AS FURNISHED. 6) UNLESS OTHERWISE SHOWN HEREON, NO JURISDICTIONAL WETLAND AREAS OR OTHER PHYSICAL TOPOGRAPHIC FEATURES HAVE BEEN LOCATED. 7) UNDERGROUND ENCROACHMENTS, SUCH AS UTILITIES, STRUCTURES, INSTALLATIONS, IMPROVEMENTS AND FOUNDATIONS THAT MAY EXIST, HAVE NOT BEEN FIELD LOCATED EXCEPT AS SHOWN. 8) THIS MAP DOES NOT DETERMINE OR REFLECT OWNERSHIP OF PROPERTY, BOUNDARY LINES AFFECTED BY ADVERSE USE, LINES OF CONFLICTING DEEDS, OR OTHER LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW. 9) UNDERGROUND UTILITY LOCATIONS AND IDENTIFICATIONS SHOWN HEREON ARE BASED UPON VISIBLE ABOVE GROUND APPURTENANCES AND DO NOT NECESSARILY SHOW ALL UTILITY LOCATIONS. NO SUBTERRANEAN EXCAVATION HAS BEEN MADE TO DETERMINE UNDERGROUND UTILITY LOCATIONS. 10) THE MEASURED MATHEMATICAL CLOSURE OF THE SURVEYED BOUNDARY EXCEEDS THE ACCURACY STANDARDS FOR AN URBAN CLASS SURVEY AS DEFINED BY THE AMERICAN CONGRESS ON SURVEYING AND MAPPING AND THE AMERICAN LAND TITLE ASSOCIATION. 11) TIES FROM BUILDING CORNERS, FENCE CORNERS, SHEET CORNERS, ETC., ARE NOT TO BE USED TO REESTABLISH PROPERTY BOUNDARIES. 12) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS MADE BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. 13) THIS SURVEY HAS BEEN PREPARED EXPRESSLY FOR THE NAMED ENTITIES AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR REUSE THIS SURVEY FOR ANY OTHER PURPOSE WHATSOEVER WITHOUT THE EXPRESS WRITTEN CONSENT OF HAMILTON ENGINEERING & SURVEYING AND THE CERTIFYING PROFESSIONAL SURVEYOR AND MAPPER. 14) NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO ON THIS SURVEY. 15) FENCE OWNERSHIP NOT DETERMINED. 16) PRINTED DIMENSIONS SHOWN ON THE MAP OF SURVEY SUPERSEDE SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION. 17) REPRODUCTION OF THIS SURVEY IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN PERMISSION FROM THE SIGNING SURVEYOR. 18) THE WORD "CERTIFIED" IS UNDERSTOOD TO BE AN EXPRESSION OF THE PROFESSIONAL SURVEYOR'S OPINION BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT ITUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EITHER EXPRESSED OR IMPLIED. 19) THIS SURVEY IS A REPRESENTATION OF EXISTING FIELD CONDITIONS AT THE TIME OF THE FIELD SURVEY DATE AND IS BASED ON FOUND EXISTING MONUMENTATION IN THE FIELD. 20) THE SIGNATURE DATE DOES NOT UPDATE OR SUPERSEDE THE DATE OF SURVEY.

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To Madden, Moorhead & Stokes, LLC; First American Title Insurance Company; Homeanan Developments of Florida, Inc.; Eastern National Title Agency Florida, LLC;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(a), 13, and 16, of Table A thereof. The field work was completed on September 27, 2021

Aaron J. Murphy, PLS Date of Signature 22 & 23-20-25 FLORIDA LICENSE NO. PLS#6768 CERTIFICATE OF AUTHORIZATION LB #8405 Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper



MAP OF BOUNDARY & WETLAND SURVEY ALTA/NSPS LAND TITLE SURVEY LAKE HILLS RESIDENTIAL COUNTY ROAD 48, HOWEY IN THE HILLS FLORIDA, LAKE COUNTY

Table with columns for PREPARED FOR (MADDEN, MOORHEAD & STOKES, LLC), CERTIFIED TO, FIELD BOOK/PAGE (DIGITAL), QUALITY CONTROL FIELD (VINCE), QUALITY CONTROL OFFICE (AJM), DRAWN BY (RHF), PARTY CHECK (VINCE), JOB # (03913.0024), SEC TWP RANG (22 & 23-20-25), SURVEY DATE (08-04-2023), NOT VALID WITHOUT ALL SHEETS (1 OF 3)

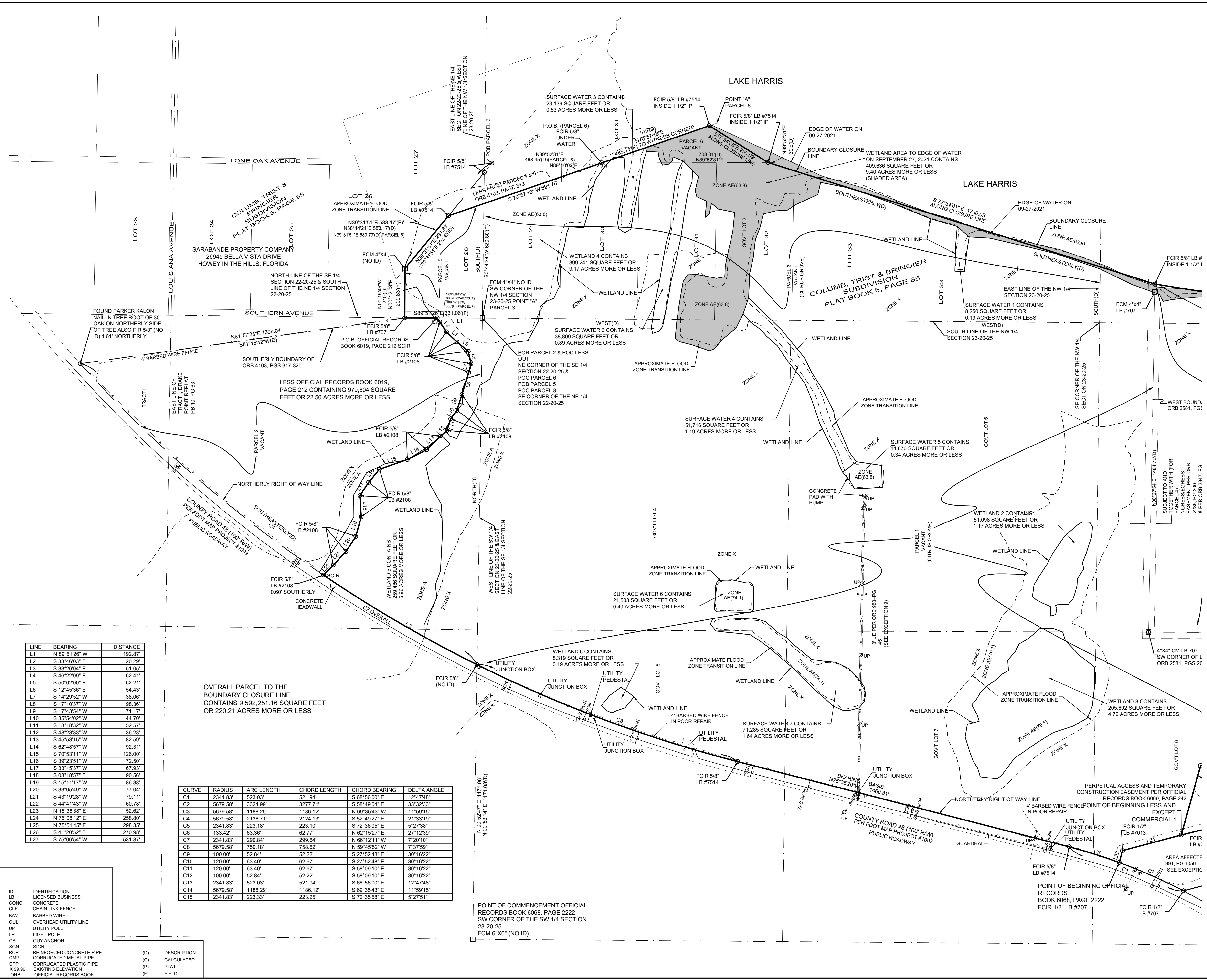
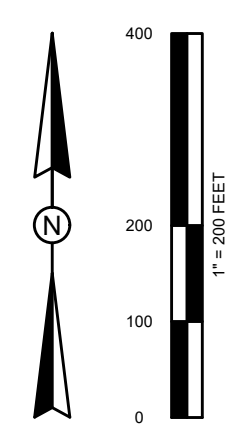
L:\3501 to 3599\03\13 Madden Eng\03\024 HOME IN THE HILLS 2021 UPDATE\SURVING\CARLO 2023 OVERALL UPDATE\03\024 4 SECTIONS ALTA UPDATE.dwg (BOUNDARY SHEET) | plmadden Nov 15, 2023, 2:10pm



**Tree Legend**

SYMBOL	NAME	SYMBOL	NAME
○	OAK	○	PINE
□	PALM	⊗	OTHER
△	DEAD		

NOTE: TREE SIZES IN INCHES



LINE BEARING DISTANCE

L1	N 89°51'26" W	192.87'
L2	S 33°46'03" E	20.29'
L3	S 33°26'04" E	51.05'
L4	S 48°22'09" E	62.41'
L5	S 50°02'00" E	62.21'
L6	S 12°45'36" E	54.43'
L7	S 14°29'52" W	38.06'
L8	S 17°10'37" W	98.36'
L9	S 17°43'54" W	71.17'
L10	S 35°54'02" W	44.70'
L11	S 18°18'32" W	52.57'
L12	S 48°23'33" W	36.23'
L13	S 45°53'15" W	82.59'
L14	S 62°48'57" W	92.31'
L15	S 70°53'11" W	128.00'
L16	S 39°23'51" W	72.50'
L17	S 33°15'37" W	67.93'
L18	S 03°18'57" E	90.56'
L19	S 15°11'17" W	86.38'
L20	S 33°05'49" W	77.04'
L21	S 43°19'28" W	79.11'
L22	S 44°41'43" W	60.78'
L23	N 15°36'38" E	52.62'
L24	N 75°08'12" E	258.80'
L25	N 75°51'45" E	298.35'
L26	S 41°20'52" E	270.98'
L27	S 75°06'54" W	531.87'

CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE

C1	2341.83'	523.03'	521.94'	S 68°56'00" E	12°47'48"
C2	5679.58'	3324.99'	3277.71'	S 58°49'04" E	33°32'33"
C3	5679.58'	1188.29'	1186.12'	N 69°35'43" W	11°59'15"
C4	5679.58'	2136.71'	2124.13'	S 52°49'27" E	21°33'19"
C5	2341.83'	223.18'	223.10'	S 72°36'05" E	5°27'38"
C6	133.42'	63.36'	62.77'	N 62°15'27" E	27°12'39"
C7	2341.83'	299.84'	299.64'	N 66°12'11" W	7°20'10"
C8	5679.58'	759.18'	758.62'	N 59°45'52" W	7°37'59"
C9	100.00'	52.84'	52.22'	S 27°52'48" E	30°16'22"
C10	120.00'	63.40'	62.67'	S 27°52'48" E	30°16'22"
C11	120.00'	63.40'	62.67'	S 58°09'10" E	30°16'22"
C12	100.00'	52.84'	52.22'	S 58°09'10" E	30°16'22"
C13	2341.83'	523.03'	521.94'	S 68°56'00" E	12°47'48"
C14	5679.58'	1188.29'	1186.12'	S 69°35'43" E	11°59'15"
C15	2341.83'	223.33'	223.25'	S 72°35'58" E	5°27'51"

OVERALL PARCEL TO THE BOUNDARY CLOSURE LINE CONTAINS 9,592,251.16 SQUARE FEET OR 220.21 ACRES MORE OR LESS

POINT OF COMMENCEMENT OFFICIAL RECORDS BOOK 6068, PAGE 2222 SW CORNER OF THE SW 1/4 SECTION 23-20-25 FCM 6"x6" (NO ID)

**Legend: (AS APPLICABLE)**

SCIR	SET CAPPED IRON ROD 1/2" LB #8405	ID	IDENTIFICATION	(D)	DESCRIPTION
FCR	FOUND CAPPED IRON ROD	LB	LICENSED BUSINESS	(C)	CALCULATED
FIR	FOUND IRON ROD	CNC	CONCRETE	(P)	PLAT
FCIP	FOUND CAPPED IRON PIPE	CLF	CHAIN LINK FENCE	(F)	FIELD
FIP	FOUND IRON PIPE	B/W	BARBED-WIRE		
FCM	FOUND CONCRETE MONUMENT	OUL	OVERHEAD UTILITY LINE		
SPKND	SET PK NAIL & DISK	ULP	UTILITY POLE		
FRNS	FOUND RAILROAD SPIKE	LP	LIGHT POLE		
WM	WATER METER	GA	GUY ANCHOR		
HYD	FIRE HYDRANT	SGA	SIGN		
WV	WATER VALVE	RCP	REINFORCED CONCRETE PIPE		
BFP	BACK FLOW PREVENTER	CMP	CORRUGATED METAL PIPE		
GI	GRATE INLET	CPP	CORRUGATED PLASTIC PIPE		
CI	CURB INLET	X 99.99	EXISTING ELEVATION		
		ORB	OFFICIAL RECORDS BOOK		

**HAMILTON**  
ENGINEERING & SURVEYING, LLC

3409 W. LINDEN STREET  
TAMPA, FL 33609  
TEL: (813) 250-5355  
FAX: (813) 250-5806  
LB #0005

**MAP OF BOUNDARY & WETLAND SURVEY  
ALTA MSPS LAND TITLE SURVEY**

**LAKE HILLS RESIDENTIAL**  
**COUNTY ROAD 48, HOWEY IN THE HILLS**  
**FLORIDA, LAKE COUNTY**

SHEET TITLE:

PREPARED FOR: **MADDEN, MOORHEAD & STOKES, LLC**

CERTIFIED TO:

FIELD BOOK/PAGE: **DIGITAL**

QUALITY CONTROL FIELD: **VINCE**

QUALITY CONTROL OFFICE: **AJM**

DRAWN BY: **RHF** PARTY CHIEF: **VINCE**

JOB #: **03913.0024**

SEC TWP RING: **22 & 23-20-25**

SURVEY DATE: **08-04-2023**

NOT VALID WITHOUT ALL SHEETS

**2 OF 3**

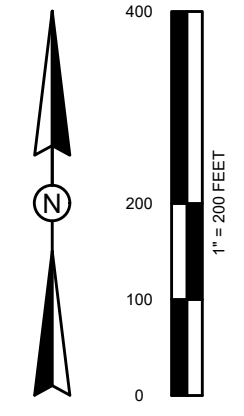
L:\3501 to 3699\03013 Madden in the Hills 2023 UPDATE\SURVING\CARLO 2023 OVERALL UPDATE\0813.0024 4 SEASONS ALTA UPDATE.dwg (BOUNDARY SHEET 2) (plotted) Nov 15, 2023 - 2:44pm



**Tree Legend**

SYMBOL	NAME	SYMBOL	NAME
□	OAK	○	PINE
○	PALM	⊗	OTHER
△	DEAD		

NOTE: TREE SIZES IN INCHES

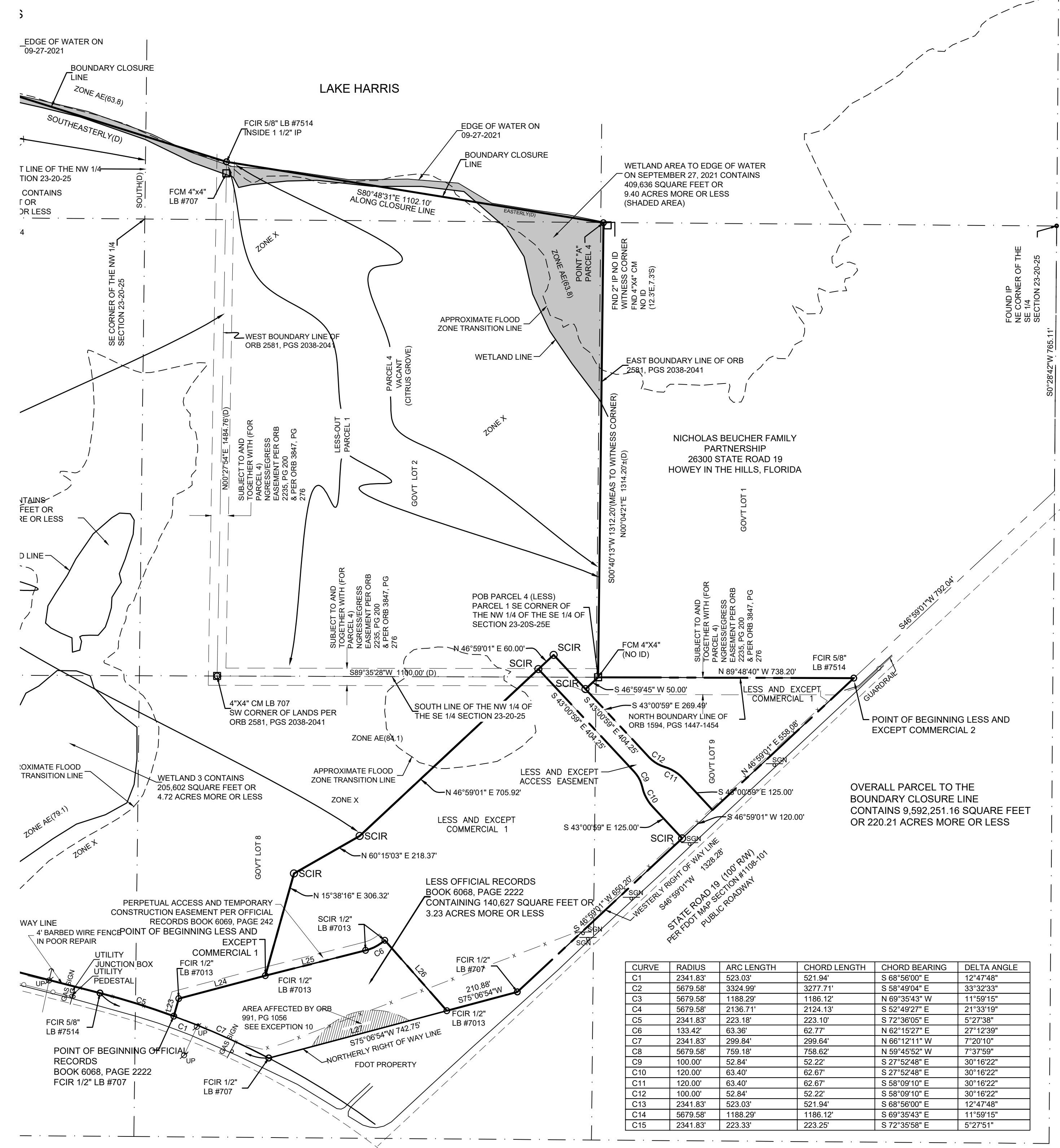
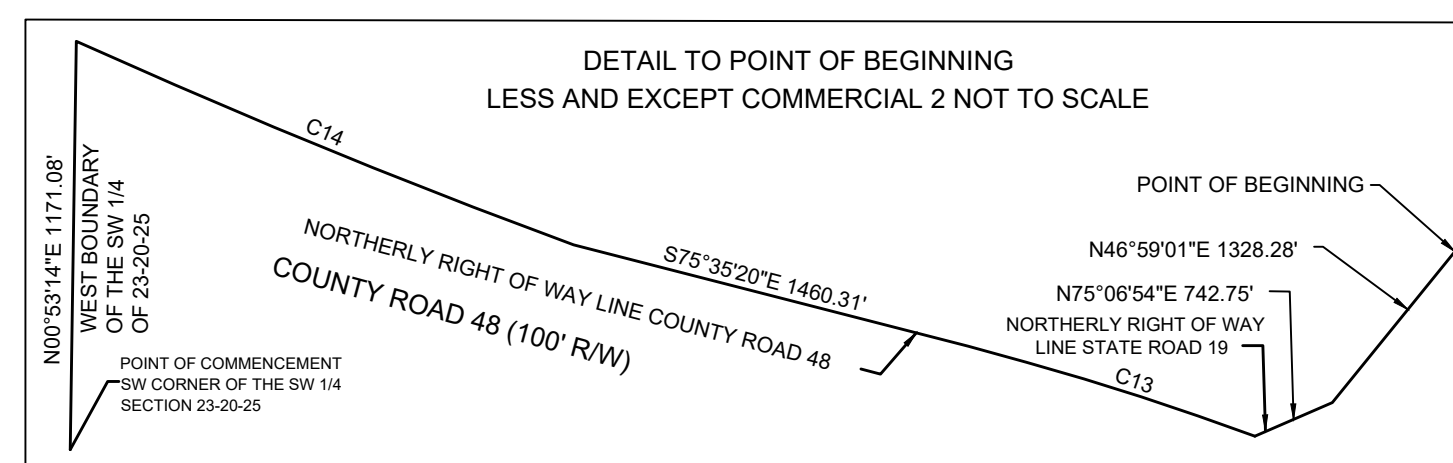
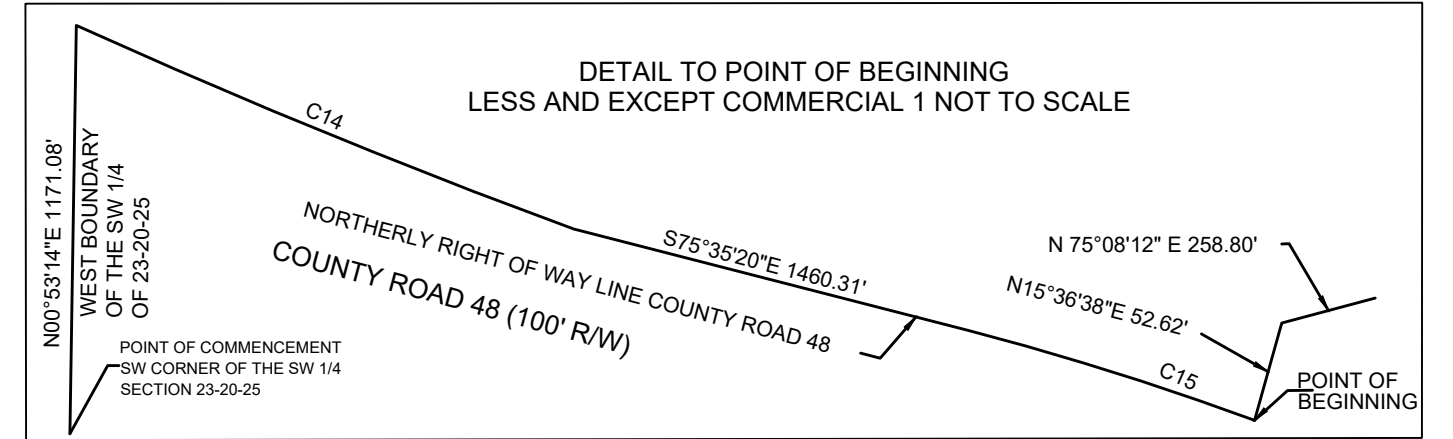


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TAMPA, FL 33609  
TEL: (813) 250-3355  
FAX: (813) 250-3806  
L.D. #0005

MAP OF BOUNDARY & WETLAND SURVEY  
ALTA SPS LAND TITLE SURVEY

LAKE HILLS RESIDENTIAL  
COUNTY ROAD 48, HOWEY IN THE HILLS  
FLORIDA, LAKE COUNTY



LINE	BEARING	DISTANCE
L1	N 89°51'26" W	192.16'
L2	S 32°07'23" E	19.92'
L3	S 33°26'04" E	51.05'
L4	S 46°22'09" E	62.41'
L5	S 50°02'00" E	62.21'
L6	S 12°45'36" E	54.43'
L7	S 14°29'52" W	38.06'
L8	S 17°10'37" W	98.36'
L9	S 17°43'54" W	71.17'
L10	S 35°54'02" W	44.70'
L11	S 18°18'32" W	52.37'
L12	S 48°23'33" W	36.23'
L13	S 45°53'15" W	82.59'
L14	S 62°48'57" W	92.31'
L15	S 70°53'11" W	126.00'
L16	S 39°23'51" W	72.50'
L17	S 33°15'37" W	67.83'
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L19	S 15°11'17" W	86.38'
L20	S 33°05'49" W	77.04'
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L22	S 44°41'43" W	60.78'
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L26	S 41°20'52" E	270.98'
L27	S 75°06'54" W	531.87'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2341.83'	523.03'	521.84'	S 68°56'00" E	12°47'48"
C2	5679.58'	3324.99'	3277.71'	S 58°49'04" E	33°32'33"
C3	5679.58'	1188.29'	1186.12'	N 69°35'43" W	11°59'15"
C4	5679.58'	2136.71'	2124.13'	S 52°49'27" E	21°33'19"
C5	2341.83'	223.18'	223.10'	S 72°36'05" E	5°27'38"
C6	133.42'	63.36'	62.77'	N 62°15'27" E	27°12'39"
C7	2341.83'	299.84'	299.64'	N 68°12'11" W	7°20'10"
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C9	100.00'	52.84'	52.22'	S 27°52'48" E	30°16'22"
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C15	2341.83'	223.33'	223.25'	S 72°35'58" E	5°27'51"

**Legend: (AS APPLICABLE)**

SCIR	SET CAPPED IRON ROD 1/2" LB #405	ID	IDENTIFICATION
FCIR	FOUND CAPPED IRON ROD	LB	LICENSED BUSINESS
FIR	FOUND IRON ROD	CONC	CONCRETE
FCIP	FOUND CAPPED IRON PIPE	CLF	CHAIN LINK FENCE
FIP	FOUND IRON PIPE	B/W	BARBED-WIRE
FCM	FOUND CONCRETE MONUMENT	OUL	OVERHEAD UTILITY LINE
SPKND	SET PK NAIL & DISK	UP	UTILITY POLE
FPKND	FOUND PK NAIL & DISK	LP	LIGHT POLE
FRS	FOUND RAILROAD SPIKE	GA	GUY ANCHOR
WM	WATER METER	SGN	SIGN
HYD	FIRE HYDRANT	RCP	REINFORCED CONCRETE PIPE
WV	WATER VALVE	CMP	CORRUGATED METAL PIPE
BFP	BACK FLOW PREVENTER	CPP	CORRUGATED PLASTIC PIPE
GI	GRATE INLET	X 99.99	EXISTING ELEVATION
CI	CURB INLET	ORB	OFFICIAL RECORDS BOOK

(D)	DESCRIPTION
(C)	CALCULATED
(P)	PLAT
(F)	FIELD

PREPARED FOR:  
**MADDEN, MOORHEAD & STOKES, LLC**

CERTIFIED TO:

FIELD BOOK/PAGE:  
DIGITAL

QUALITY CONTROL FIELD:  
VINCE

QUALITY CONTROL OFFICE:  
AJM

DRAWN BY:  
RHF

PARTY CHECK:  
VINCE

JOB #:  
03913.0024

SEC TWP RING:  
22 & 23-20-25

SURVEY DATE:  
08-04-2023

NOT VALID WITHOUT ALL SHEETS

**3 OF 3**

L:\3201 to 3999\03913 Madden Eng\03913 HOWEY IN THE HILLS 2023 UPDATE SURVING\CARLO 2023 OVERALL UPDATE\03913.0024 4 SEASONS ALTA UPDATE (SHEET 3) (main) Nov. 15, 2023 - 2:45pm



## Proclamation

### GEORGE W. LINN WEEK

April 15 - 19, 2024

**WHEREAS**, George Ward Linn, a distinguished resident of Howey-in-the-Hills and a visionary in the world of philately, made significant contributions to the stamp collecting community through his innovative work and publications; and

**WHEREAS**, born on February 7, 1884, in Ohio, George Linn's journey in philately began in his youth, culminating in the founding of "Linn's Weekly Stamp News" in 1928, a publication that has become a staple in the philatelic world, mirroring his dedication and passion for the hobby; and

**WHEREAS**, George Linn's pioneering creation of the first cacheted first-day covers marked a significant milestone in philatelic history, beginning with the commemorative cover for President Warren G. Harding on September 1st, 1923, showcasing his innovative spirit and dedication to the craft; and

**WHEREAS**, in 1953, George Linn chose the peaceful and welcoming community of Howey-in-the-Hills as his retirement sanctuary, where he continued to influence the philatelic world, contributing his expertise and passion to our local community and throughout the world until his passing on March 27, 1966; and

**WHEREAS**, George Linn's enduring legacy is recognized and honored through his posthumous inductions into the American Philatelic Society Hall of Fame in 1967 and the American Stamp Dealers Association Hall of Fame in 2013, reflecting his lasting impact on the philatelic community; and

**WHEREAS**, the establishment of the George W. Linn Stamp Club at the Marianne Beck Memorial Library in Howey-in-the-Hills serves as a testament to his enduring legacy, encouraging the exploration and appreciation of philately among new generations within our community;

**NOW, THEREFORE, I**, Mayor Martha MacFarlane, Mayor of the Town of Howey-in-the-Hills, do hereby proclaim the week of April 15 through 19, 2024, as George W. Linn Week in honor of the establishment of the George W. Linn Stamp Club at the Marianne Beck Memorial Library, inviting all residents to celebrate the remarkable life and contributions of George W. Linn, a cherished member of our community whose work continues to inspire and unite millions of stamp enthusiasts around the world.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the Town of Howey-in-the-Hills to be affixed this 8<sup>th</sup> Day of April in the year 2024.

By: \_\_\_\_\_  
Martha MacFarlane, Mayor

Attest: \_\_\_\_\_  
John Brock, Town Clerk



TMHConsulting@cfl.rr.com  
97 N. Saint Andrews Dr.  
Ormond Beach, FL 32174  
PH: 386.316.8426

## MEMORANDUM

**TO:** Howey-in-the-Hills Planning Board  
**CC:** J. Brock, Town Clerk  
**FROM:** Thomas Harowski, AICP, Planning consultant  
**SUBJECT:** Sign Code Amendments  
**DATE:** March 18, 2024

---

As we have been reviewing code changes to the land development code, The Town Attorney has identified the need to modify the sign code section of chapter five in the LDR to address issues generated by a recent Supreme Court decision on sign regulations. Essentially the court ruled that signs cannot be regulated based on sign content. This concept has been in effect for some time, but the most recent decision on signs has been broadened to impact on temporary signs like political signs, real estate signs, yard sale signs and similar signage. Now the sign may not be regulated separately from other temporary signs if one needs to read the sign to classify it.

The Town can regulate such items as the number, size and location of temporary signs, but we cannot set a different time period for a type of temporary sign since the sign content would have to be analyzed to determine how to classify the sign. Most of the changes offered by the Town Attorney are removing the specifics of different types of temporary signs and replacing them with a generic regulation that sticks to the items that Town can regulate.

The planning board is being asked to review the proposed revisions and make a recommendation on the proposal to the Town Council.

**ORDINANCE NO. 2024-003**

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO SIGNS; AMENDING SECTIONS 5.03.04 THROUGH 5.03.07 OF THE LAND DEVELOPMENT CODE TO REVISE REGULATIONS GOVERNING TEMPORARY SIGNAGE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE HILLS, FLORIDA:**

**Section 1. Amendment to section 5.03.01 of the Land Development Code.**

Paragraph 7 of subsection 5.03.01A of the Land Development Code is amended to read:

**5.03.01 Generally**

A. The intent of this section is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Town. The purposes of this section are to:

\* \* \*

7. Restrict sign regulation to time, place, and manner, without limitations on content, ~~so long as the material displayed avoids content commonly judged by the community to be immoral, indecent, or obscene;~~ and

**Section 2. Amendment to certain definitions in the Land Development Code.**

The following specified definitions in section 1.12.00 of the Town’s Land Development Code are amended to read:

*Sign* means any device or display consisting of letters, numbers, symbols, pictures, illustrations, announcements, trademarks, including all trim and borders, designed to advertise, inform or attract the attention of persons not on the premises on which the device or display is located, and visible from the public way. A sign shall be construed to be a single



1 display surface or device containing elements organized, related, and  
2 composed to form a single unit.

- 3
- 4 1. **Banner sign** means any sign having characters, letters, or  
5 illustrations applied to cloth, paper, or fabric of any kind, with only  
6 such material as backing, which is mounted to a pole or building  
7 by one (1) or more edges. National, state, or municipal flags or the  
8 official flag of a business or institution shall not be considered a  
9 banner.
- 10 2. **Barber Pole sign** means any traditional cylindrical, striped  
11 revolving sign identifying barbers.
- 12 ~~3. **Construction sign** means any sign advertising the construction  
13 actually being done on the premises where the sign is located. The  
14 sign may also include the contractor's name, the owner's name, the  
15 architect's name, and the name of the institution providing  
16 financial services.~~
- 17 4. **Detached sign**. See “Freestanding/ground sign” and “Pole sign.”
- 18 5. **Exempt sign** means any sign for which a permit is not required.
- 19 6. **Freestanding or Ground sign** means any detached sign, including  
20 any signs supported by structures in or on the ground and  
21 independent of support from any building. Includes the term  
22 “monument sign.”
- 23 ~~7. **Garage Sale sign** means any sign pertaining to the sale of personal  
24 property in, at, or upon any residentially zoned property, whether  
25 made under any other name, such as lawn sale, backyard sale,  
26 rummage sale, or any similar designation.~~
- 27 8. **Identification sign** means any sign which indicates the name,  
28 owner or address of a residence, office, or business, but bearing no  
29 advertising.
- 30 9. **Illuminated sign** means any sign having characters, letters, figures,  
31 design, or outlines illuminated by electric lights or luminous tubes  
32 designed for that purpose, whether or not the lights or tubes are  
33 physically attached to the sign.
- 34 10. **Incidental sign** means any general informational sign which has a  
35 purpose secondary to the use of the site on which it is located, such  
36 as "Open", "Closed", "Welcome", "No Parking", "Entrance",  
37 "Loading Only", and similar information and directives. ~~No sign  
38 with a business name, logo, or advertising shall be considered  
39 incidental.~~

- 1 11. **Off-site sign** means any sign which advertises the services or  
2 products of a business not on the premises where the sign is  
3 erected.
- 4 12. **Pole sign** means any sign erected on a pole which is wholly  
5 independent of any building for support.
- 6 ~~13. **Political signs** are those concerning candidacy for public office or  
7 urging action on any ballot issue in a forthcoming public election  
8 or pertaining to or advocating political views or policies.~~
- 9 14. **Portable sign** means any sign, whether on its own trailer, wheels,  
10 chassis, or otherwise movable support, which is manifestly  
11 designed to be transported from one place to another.
- 12 15. **Projecting sign** means any sign which is affixed to any building,  
13 wall, or structure and which extends beyond the building, wall, and  
14 structure (see "bracket sign").
- 15 ~~16. **Real Estate sign** means any on-premises structure showing that the  
16 premises upon which it is located is either for sale, for lease or for  
17 rent, or open for inspection.~~
- 18 17. **Sandwich or Sidewalk sign** means any sign, double- or single-  
19 faced, which is portable, able to be moved easily by an individual,  
20 and which fits within a sidewalk while still allowing for pedestrian  
21 travel.
- 22 18. **Snipe sign** means any sign which is tacked, nailed, posted, pasted,  
23 glued, or otherwise attached to trees, poles, stakes, fences, or other  
24 objects.
- 25 19. **Street Number sign** means any sign displaying a street number on  
26 a structure, wherever located.
- 27 20. **Temporary sign.** A sign addressing (i) a discrete, upcoming,  
28 and nonrepeating event such as an election or referendum, a "grand  
29 opening," a garage sale, a going-out-of-business sale, a festival,  
30 celebration, parade, or other community event, etc., or (ii) a  
31 temporary condition such as a construction project, a property for  
32 sale, a temporary closure of a facility or area, etc.
- 33 21. **Wall sign.** Any sign that shall be affixed parallel to the wall or  
34 painted on the wall of any building in such a manner as to read  
35 parallel to the wall on which it is mounted, in such a way that the  
36 wall becomes the supporting structure for, or forms the background  
37 surface of the sign; provided, however, said wall sign shall not  
38 project more than 12 inches from the face of the building; shall not  
39 project above the top of the wall or beyond the end of the building.
- 40 ~~22. **Yard Sale sign.** See "Garage sale sign."~~

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**Section 3. Amendment to Section 5.03.03 of the Land Development Code.**

Subparagraph D.3.e of section 5.03.03 of the Town’s Land Development Code is repealed and reserved:

- e. ~~Reserved. Nonconforming real estate or construction signs shall be removed no later than six months after the date of adoption of this amendment. Thereafter, all such nonconforming signs shall be deemed unlawful and prohibited and subject to the enforcement provisions of this chapter.~~

**Section 4. Amendment to Section 5.03.04 of the Land Development Code.**

Section 5.03.04 of the Town’s Land Development Code is amended to read:

- 5.03.04 Prohibited Signs.** The following signs are prohibited:  
~~The signs identified in this section are prohibited within the Town.~~
- A. ~~Any~~ A sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, ~~content~~, coloring, or method of illumination.
  - B. ~~Any~~ A sign that obstructs the vision between pedestrians and vehicles using the public right-of-way, including, but not restricted to, those not meeting intersection visibility requirements set forth in Section 7.01.08.
  - C. Signs with lights, lighted screens or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color, except for time-temperature-date signs.
  - D. Signs that contain words and traffic control symbols ~~so as to~~ that interfere with, mislead, or confuse motorists, such as "stop," "look," "caution," "danger," or "slow."
  - E. ~~Snipe signs attached to trees or utility poles.~~
  - F. ~~Reserved. Snipe signs, except as permitted for campaign advertising or other special events under Section 5.03.07.~~
  - G. Signs with visible moving, revolving, or rotating parts, or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means, except for traditional barber poles.
  - H. Signs with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy.
  - I. Signs that emit audible sound, odor, or visible matter such as smoke or steam.

- 1 J. Signs that are of such intensity or brilliance as to cause glare or
- 2 impair the vision of any motorist, cyclist, or pedestrian using or
- 3 entering a public right-of-way, or that are a hazard or a nuisance to
- 4 occupants of any property because of glare or other characteristics.
- 5 K. Signs that are painted, pasted, or printed on any curbstone, flagstone,
- 6 pavement, or any portion of any sidewalk or street, except house
- 7 numbers and official traffic control signs.
- 8 L. Offsite advertising signs, with the exception of sandwich boards as
- 9 set forth in Section 5.03.11(D) and temporary signs ~~Special Event~~
- 10 ~~Signs~~ as permitted in 5.03.07.
- 11 M. Signs mounted on any portion of a roof.
- 12 N. Abandoned signs.
- 13 O. Signs erected, installed, or placed on public property, with the
- 14 exception of signs erected by public authority for public purposes,
- 15 and sandwich boards as set forth in Section 5.03.10 (D) ~~and Special~~
- 16 ~~Event Signs as permitted in 5.03.07.~~
- 17 P. Portable or trailer signs.
- 18 Q. Pole signs.
- 19 R. Internally lit signs within or adjacent to residential property.
- 20 S. Any other signs ~~that are~~ not specifically permitted or exempted by this
- 21 LDC.
- 22

23 **Section 5. Amendment to Section 5.03.05 of the Land Development Code.**

24 Section 5.03.05 of the Land Development Code is amended to read:

- 25 **5.03.05 Exempt Signs.** The following signs ~~identified in this section~~
- 26 are permitted ~~within the Town~~ and are exempt from the requirement to
- 27 obtain a permit:
- 28
- 29 A. Regulatory, statutory, traffic control, or directional signs erected on
  - 30 public property by or with permission of the State of Florida, Lake
  - 31 County, or the Town of Howey in the Hills.
  - 32 B. Legal notices and official instruments.
  - 33 C. Holiday lights and seasonal decorations displayed at times when such
  - 34 lights and decorations are generally considered appropriate.
  - 35 D. Signs incorporated into machinery or equipment by a manufacturer or
  - 36 distributor, which identify or advertise only the product or service
  - 37 dispensed by the machine or equipment, such as signs customarily
  - 38 affixed to vending machines, newspaper racks, and gasoline pumps.
  - 39 E. Incidental signs.
  - 40 F. Public warning signs to indicate the dangers of swimming, animals, or
  - 41 similar hazards.
  - 42 G. Barber poles at barbershops.
  - 43 H. ~~Temporary window signs are permitted and subject to the following~~
  - 44 ~~standards:~~

- 1           1. ~~The signs may display or announce any business, civic, cultural,~~
- 2           ~~or private sale or event for a period not to exceed thirty (30) days.~~
- 3           2. ~~Temporary signs shall be located wholly within a window and~~
- 4           ~~shall not exceed an aggregate area equal to ten percent (10%) of~~
- 5           ~~the total glassed area of the store front. Temporary signs, together~~
- 6           ~~with permanent window signs, shall not exceed an aggregate equal~~
- 7           ~~to twenty percent (20%) of the total glassed area of the store front.~~
- 8           I. ~~Temporary Signs allowed under section 5.03.07 (D).~~
- 9           J. ~~Works of art that do not constitute as advertising.~~
- 10          K. ~~Political signs allowed under section 5.03.07 (D)~~
- 11           1. ~~Signs shall not exceed 16" x 24" in size~~
- 12           2. ~~Signs are limited to a maximum of two signs per candidate or issue~~
- 13           ~~per parcel~~
- 14           3. ~~Signs may be erected not more than sixty days prior to any~~
- 15           ~~election. Removal of political signs shall be regulated by all~~
- 16           ~~applicable Florida Statutes.~~
- 17          L. ~~Garage sale or yard sale signs placed only on the premises of the sale.~~

18  
19 **Section 6. Repeal of Section 5.03.06 of the Land Development Code.** Section  
20 5.03.06 of the Land Development Code is repealed and reserved:

21           **5.03.06 Reserved. Provisionally Exempt Signs**

22           A. ~~Signs identified in this section may be placed without a permit,~~

23           ~~provided that such signs comply with the standards in Table 5.03.06~~

24           ~~(A).~~

25 **Table 5.03.06 (A) Standards for Provisionally Exempt Signs**

Type of Sign	Standards
Identification signs	2 square feet or less in area
"No trespassing" or "no dumping"	2 square feet or less in area
Memorial signs or tablets, and names of buildings and dates	Cut into any masonry surface, or of erection; constructed of bronze or other noncombustible materials and attached to the surface of a building
Decorative flags and bunting	Used for temporary events only.
Menu boards, price lists or other signage for drive-through facilities	Maximum of 2 such signs, and maximum area of 24 square feet or less, and located adjacent to and oriented toward the drive-through area
Menus	2 square feet or less in area, and mounted at the entrance to a restaurant

Real estate signs	One sign, 6 square feet or less in area. One sign 16 square feet or less is permitted for parcels of 5 acres or larger and for each commercial or industrial property, unless said property is located in the Town Center. A brochure box, information tube
Construction signs	One sign, 6 square feet or less in area, and located on property where a valid building permit has
Yard or garage sale signs	2 square feet or less in area, and located on the property on which a sale is being conducted, and limited to three (3) days per sale, not to exceed
Occupant or owner identification sign	2 square feet or less in area when located in a residential zoning district

**Section 7. Amendment to Section 5.03.07 of the Land Development Code.**

Section 5.03.07 of the Land Development Code is revised to read:

**5.03.07 Temporary Signs.** Temporary signs are may be placed or installed on property without a permit, subject to the following:

- A. A temporary sign pertaining to an event may be displayed for a period not to exceed 180 days. A temporary sign pertaining to a temporary condition may be displayed for the duration of the condition.
- B. A temporary sign must be removed no later than ten days (i) after the pertinent event occurs and is completed or (ii) after the pertinent condition ceases to exist, whichever is applicable.
- C. No temporary sign may be placed within right-of-way or other public property unless authorized by the government agency with jurisdiction.
- D. No sign that is prohibited under section 5.03.04 or any other part of this land development code may be displayed as a temporary sign.
- E. On property zoned or used for residential purposes a temporary sign may not exceed six square feet of copy area on each side and may not exceed three feet in height. The sign may contain its message on both sides. A temporary banner sign is prohibited.
- F. On property zoned and used for non-residential purposes, the copy area on each side of a temporary sign may not exceed 16 square feet. Copy area on a banner sign may not exceed 32 square feet.
- G. A temporary sign may be placed on property only with the permission of the owner.

**Special Event Signs**

- A. ~~Temporary signs for special events shall be permitted as described in this section. No fee is charged for signs meeting these requirements.~~
- B. ~~For purposes of this section, "special event" shall mean:~~

- ~~1. Community events, such as the Christmas Parade;~~
- ~~2. Grand openings of new businesses, businesses that have changed ownership, businesses that have reopened after extensive renovation, or businesses that have made appreciable expansion to their facilities. For purposes of clarification, the term "new business," as used in this section, shall mean any newly organized commercial venture that is opening for the first time, or an existing business that has changed location;~~
- ~~3. Promotion of events for nonprofit organizations; and~~
- ~~4. Real estate events such as open houses.~~

~~C. Design Standards~~

- ~~1. Setback shall be twenty five (25) feet from side property lines or equidistant between side property lines.~~
- ~~2. The maximum height shall be five feet in residential zones and eight feet in nonresidential zones, exclusive of banners, balloons and pennants.~~
- ~~3. The maximum size sign shall be 16 square feet.~~
- ~~4. The maximum size banner shall be 32 square feet.~~
- ~~5. Special event signs shall only be displayed on non-residential property.~~

~~D. General Requirements~~

- ~~1. No sign prohibited in section 5.03.04 of this chapter shall be authorized under this section as a special event sign.~~
- ~~2. No special event sign shall be placed so as to obscure visibility of any permanent freestanding sign, unless such placement has been approved by the property owner whose freestanding sign is obscured.~~
- ~~3. No special event sign shall be placed on lots or parcels of any privately owned, undeveloped property without written authorization of the property owner. Such authorization shall be filed with the town clerk prior to posting any sign on the undeveloped property.~~
- ~~4. All special event signs may be placed not more than fourteen (14) days prior to the event and shall be removed within 24 hours after the special event for which the sign was authorized.~~
- ~~5. Unless otherwise specified, all special event signs shall be limited to a period of twenty (20) consecutive days.~~
- ~~6. The erection and removal of all special event signs shall be the responsibility of the person sponsoring the special event, or duly authorized agent.~~
- ~~7. Any special event sign proposed to be placed on Town property must be first approved by the Town.~~

~~E. Temporary off-site Real Estate and Non-Profit signs are permitted within the Town subject to the following provisions:~~



- ~~1. Limited to eight (8) hours per day.~~
- ~~2. Limited to a maximum of six (6) signs, each sign not to exceed six (6) square feet per sign face.~~
- ~~3. Shall follow the sign design in diagram 5.03.07 (A) below~~
- ~~4. A brochure box, information tube or similar device may be attached to the sign as long as it does not exceed 10" x 12" in area.~~

**Section 8. Severability.** If any part of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, the remaining parts of this ordinance shall remain in full effect. To that end, this ordinance is declared to be severable.

**Section 9. Conflicts.** In the event of a conflict between this ordinance and other ordinances, this ordinance shall control and supersede.

**Section 10. Codification.** The amendments enacted in sections 1 through 7, inclusive, shall be codified in the Town's Land Development Code. The remaining sections shall not be codified. The Town Clerk is authorized and directed to make all nonsubstantive, conforming edits to other parts of the Land Development Code as may be necessary or useful for the codification.

**Section 11. Effective Date.** This ordinance shall take effect upon its enactment.

*[ Signatures on the following page*

1           **ORDAINED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_,  
2 2024, by the Town Council of the Town of Howey-in-the-Hills, Florida.

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**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA**  
By: its Town Council

By: \_\_\_\_\_  
Hon. Martha MacFarlane, Mayor

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY**  
(for the use and reliance of the Town only)

\_\_\_\_\_  
John Brock, Town Clerk

\_\_\_\_\_  
Thomas J. Wilkes, Town Attorney

First Reading held \_\_\_\_\_, 2024

Second Reading and Adoption held \_\_\_\_\_, 2024

Advertised \_\_\_\_\_, 2024



TMHConsulting@cfl.rr.com  
97 N. Saint Andrews Dr.  
Ormond Beach, FL 32174  
PH: 386.316.8426

## MEMORANDUM

**TO:** Howey-in-the-Hills Planning Board  
**CC:** J. Brock, Town Clerk  
**FROM:** Thomas Harowski, AICP, Planning Consultant  
**SUBJECT:** Annual Capital Improvements Update  
**DATE:** March 18, 2024

---

Each year state statute requires the Town to update the five-year capital improvements schedule to make adjustments to the planned capital expenditures and to add a new fifth year to the program. While this update is an amendment to the comprehensive plan, the update is done by local ordinance and does not go through the formal review process used for other comprehensive plan amendments. A draft of the local ordinance is included in the board packet.

The Town Council has held several workshops to review the capital improvements plan and made adjustments to the plan based on:

- The removal of completed projects
- The addition of new projects recommended by the staff and Council
- The modification of continuing projects based on a change in the project scope and/or a change in the cost estimate
- The removal or modification of proposed projects based on changes in priorities and/or Council policies

The affected items are Table 20 of the Capital Improvements Element which includes most projects and Table 20A which identifies needed traffic management projects for use in the “fairshare” assessment program. Each project is identified by title and potential funding source or sources, and project expenditures are then allocated across the five-year program. The first year of the program is most important as this is the year that is linked to the current budget. While the Town Council has discussed the amendment package in some detail, the Town’s policies require the proposed amendment to be presented to the Planning Board for comment and recommendation.

ORDINANCE NO. 2024-005

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT IN CHAPTER 8 OF THE TOWN’S COMPREHENSIVE PLAN BY UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS TO INCLUDE ESTIMATED CAPITAL IMPROVEMENTS FOR FISCAL YEAR 2023-2024 THROUGH FISCAL YEAR 2028-2029 PURSUANT TO THE REQUIREMENTS OF CHAPTER 163 OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Whereas, Chapter 8 of the Comprehensive Plan for the Town of Howey-in-the-Hills includes the statutorily required Capital Improvements Element.

Whereas, Subsection 163.3177(3) of the Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements (the “Schedule”) of the Capital Improvements Element (“CIE”) of the Comprehensive Plan.

Whereas, this Ordinance updates the Schedule to comply with the requirements of Subsection 163.3177(3) of the Florida Statutes.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA:

Section 1. Recitals. That the foregoing “whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Amendment. The Five-Year Schedule of Capital Improvements set forth in Table 20 in Chapter 8 of the Town’s Comprehensive Plan is hereby updated and amended in compliance with Section 163.3177 of the Florida Statutes and is replaced with the updated version of the Table 20 attached hereto as Attachment A to include estimated capital improvements for fiscal year 2023-2024 through fiscal year 2028-2029.

Section 3. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith are hereby superseded to the extent of such conflict.

Section 4. Codification. It is the intent of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Howey-in-the-Hills Comprehensive Plan and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase to accomplish such intentions.

Section 5. Severability. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

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**Section 6. Effective Date.** This ordinance shall become effective immediately upon its passage and approval as a non-emergency ordinance at two regular meetings of the Town Council.

**PASSED AND ORDAINED** this 22nd day of April, 2024, by the Town Council of the Town of Howey-in-the-Hills, Florida.

\_\_\_\_\_  
Martha MacFarlane, Mayor

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY**  
for use and reliance by the Town of Howey-in-the-Hills, Florida, only.

\_\_\_\_\_  
John M Brock, Town Clerk

\_\_\_\_\_  
Thomas J Wilkes, Town Attorney

First Reading held April 8, 2024  
Second Reading and Adoption held April 22, 2024  
Advertising April 22, 2024

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**ATTACHMENT A**  
**TOWN OF HOWEY-IN-THE-HILLS**  
**5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS**  
**FY 2023-2024 THROUGH FY 2028-2029**

**TABLE 20  
TOWN OF HOWEY-IN-THE-HILLS, FLORIDA  
5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS**

Description	Funding Source	FY24	FY25	FY26	FY27	FY28	FY29	Total
<b>Public Works</b>								
Acquire Drake Pointe Water-WW	Bond Issue			\$ 5,000,000				\$ 5,000,000
Annual stormwater improvements	Various	\$ 130,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 380,000
Central Avenue Streetscape	General Fund					\$ 30,000	\$ 500,000	\$ 530,000
Drilling for Well #5 & #6	Various	\$ 1,500,000						\$ 1,500,000
Emergency Lift Station Bypass Pumps	Various	\$ 340,000						\$ 340,000
Install Sanitary Sewer to Septic	Various		\$ 510,000					\$ 510,000
N. Water Treatment Plant Construction	Various	\$ 1,000,000	\$ 3,000,000	\$ 3,000,000	\$ 500,000			\$ 7,500,000
Wastewater Treatment Plant Construction	Impact Fees (WW)	\$ 2,500,000						\$ 2,500,000
Road Reconstruction	Infrastructure	\$ 295,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 2,170,000
Sidewalk Improvements	General Fund	\$ 10,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 310,000
Venezia South Second Access	General Fund				\$ 75,000			\$ 75,000
Water Mains - North	Impact Fees (Water)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000
Water Mains - South	Impact Fees (Water)			\$ 100,000	\$ 100,000	\$ 100,000		\$ 300,000
Water Master Plan	Water Utility Fund	\$ 20,000						\$ 20,000
Water Tower Repair and Painting	General Fund	\$ 150,000						\$ 150,000
Fire Truck Repair and Painting	General Fund	\$ 50,000						\$ 50,000
								<b>\$ 21,935,000</b>
<b>General Community Services</b>								
Library Expansion	Impact Fees			\$ 150,000	\$ 800,000	\$ 200,000		\$ 1,150,000
Municipal Complex Design	Various						\$ 1,400,000	\$ 1,400,000
Police Station Expansion/Renovation	Various		\$ 250,000	\$ 1,250,000	\$ 1,250,000	\$ 250,000		\$ 3,000,000
Town Hall Retrofitting	Various			\$ 250,000				\$ 250,000
								<b>\$ 5,800,000</b>
<b>Parks and Recreation</b>								
Convert Landfill to Park (Peak Park)	Impact Fees (Parks)	\$50,000			\$ 200,000	\$ 725,000		\$ 975,000
Grove Square Park	Impact Fees (Parks)			\$ 10,000				\$ 10,000
Improvements to Griffin Park	Various				\$ 10,000		\$ 90,000	\$ 100,000
Lakeshore Shoreline Improvements	Grant (Unspecified)		100,000					\$ 100,000
Repair/renovate Sara Maude Park	Impact Fees (Parks)	\$ 300,000						\$ 300,000
Repair/replace finger piers	Impact Fees (Parks)			\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000
Town Park South End (Pine Park)	Impact Fees (Parks)	\$ 50,000			\$ 200,000	\$ 200,000	\$ 200,000	\$ 650,000
								<b>\$ 2,255,000</b>
Per Year		\$ 6,495,000	\$ 4,445,000	#####	\$ 3,750,000	\$ 2,120,000	\$ 2,805,000	
Program Total								<b>\$ 29,990,000</b>




**TABLE 20 A  
TOWN OF HOWEY-IN-THE-HILLS, FLORIDA  
5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS**

<b>Description</b>	<b>Funding Source</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>	<b>FY29</b>	<b>CIP Total</b>
<b>Transportation Mitigation Projects</b>								
SR 19 @ CR 48 Intersection	Fair Share		\$ 742,500					\$ 742,500
SR 19 @ Central Ave Intersection	Fair Share		\$ 742,500					\$ 742,500
Revels Rd @ SR 19 Intersection	Fair Share					\$ 742,500		\$ 742,500
Florida Ave @ SR 19 Intersection	Fair Share			\$ 148,500				\$ 148,500
Florida Ave @ Number 2 Rd. Intersection	Fair Share				\$ 148,500			\$ 148,500
Pedestrian Improvements	Various		\$ 20,000	\$ 20,000	\$ 20,000	\$ 40,000		\$ 100,000
Bicycle Improvements	Various			\$ 20,000	\$ 30,000	\$ 50,000		\$ 100,000
Streetscape	Various					\$ 250,000		\$ 250,000
<b>Total</b>		<b>\$ -</b>	<b>\$ 1,505,000</b>	<b>\$ 188,500</b>	<b>\$ 198,500</b>	<b>\$ 1,082,500</b>	<b>\$ -</b>	<b>\$ 2,974,500</b>



## MEMO

To: Town Council

CC:

From: John Brock, Town Clerk

RE: March 2024 Month-End Town Hall Report

Date: 04/03/2024

### Utility Billing:

Top Utility Bill Bad Debt for March 2024

account	last_payment_amount	last_payment_date	comments	current_charges	past_due_amount	service_address
0285-00	310.31	08/02/23	Disconnected due to non-payment. Water meter is locked. Possible lien	55.99	388.99	504 E Mission Lane
0239-00	\$100.00	03/20/24	Disconnected due to non-payment. Water meter is locked. Resident not living in home. House is empty. Family is still paying on the account. Lien	\$55.99	\$241.24	607 N Lakeshore Blvd
0495-00	\$311.60	01/08/24	Disconnected due to non-payment. Resident not living in home. House is empty	\$139.91	\$160.68	202 Camino Real Blvd
0541-00	\$50.00	03/04/24	Wellness check completed 3/26/24. Did not disconnect. Resident passed. Lien filed. Bank is making \$50 payments on the account.	\$77.15	\$136.65	503 Camino Real Blvd
0958-00	\$140.56	02/29/24	Actively collecting	\$139.40	\$129.04	731 Calabria Way - Potable
0984-00	\$275.50	02/05/24	Actively collecting	\$140.56	\$129.04	326 Terracotta Ter - Potable
1337-00	\$11.25	02/15/24	Actively collecting	\$134.40	\$126.09	587 Avila PI - Potable
0978-00	\$173.15	2/15/2024	Actively collecting	\$123.15	\$123.15	541 Bellissimo PI - Potable
0713-00	\$126.09	2/7/2024	Actively collecting	\$134.13	\$123.15	211 Messina PI - Potable

**Building Permits:**

PERMITS	TOTAL Q1	JAN 24	FEB 24	MAR 24	TOTAL Q2
Talichet - SFR	1	0	0	0	0
Venezia TH SFR	16	6	0	11	17
Independent - SFR	0	0	1	0	1
Bldg Com. (Sign)	0	0	0	0	0
Building	3	0	3	0	3
Doors	0	2	0	0	2
Electrical	2	0	0	0	0
Fence	5	1	4	0	5
Gas	1	1	0	0	1
HVAC / Mechanical	3	1	1	1	3
Plumbing	1	0	1	0	1
Pool/Decks	2	0	0	0	0
Re-Roof	13	1	1	1	3
Screen Enclosure	1	0	0	4	4
Sheds	1	1	0	0	1
Solar	6	0	2	1	3
Windows	2	0	4	0	4
<b>Monthly Totals</b>	<b>57</b>	<b>13</b>	<b>17</b>	<b>18</b>	<b>48</b>
<i>Monthly Permit Amount</i>	<b>\$237,420.02</b>	<i>\$72,973.01</i>	<i>\$7,996.15</i>	<i>\$133,665.02</i>	<b>\$214,634.18</b>
CO: Talichet - SFR	5	0	4	5	9
CO: Venezia Townhome	29	6	3	0	9
CO:Independent - SFR	0	0	0	0	0

# Activity Log Event Summary (Cumulative Totals)

Howey-in-the-Hills PD  
(03/01/2024 - 03/31/2024)

<No Event Type Specified>	1	Abandoned 911	3
Abandoned Vehicle	2	Alarm Activation	6
Animal Complaint	2	Anti-Social Behavior	36
Arrest	5	Assist other Agency- Alarms	1
Assist other Agency- Back-up	3	Assist other Agency- Child Services	1
Assist other Agency- In Progress calls	12	Assist other Agency- Medical Call	4
Assist other Agency- Other	13	Assist other Agency- Traffic	5
Attempt to Contact	1	Baker Act	1
Be on the look-out- BOLO	1	Case Follow-Up	3
Child Neglect-Abuse	1	Citizen Assist	3
Civil Complaint-Legal Advice	13	Cyber Crimes	1
Death Investigation	1	Disabled Vehicle (DAV)	2
Golf Cart Registration	3	Missing/Found Person	1
Patrol	392	Patrol-Busines	27
Patrol-School	135	Property Check SRO	7
Property Check-Boat Ramp	27	Property Check-Business	50
Property Check-Residence	17	Property Check-Schools/Govt. Bldg.	23
Property Check-Town Property	155	Public Relations	3
Reckless Driver	1	Road Hazard	2
Security Check Request	2	Sick/Injured Person	4
Special Detail	1	Suspicious Incident	1
Suspicious Vehicle	1	Traffic Control	1
Traffic Crash	6	Traffic Stop-Civil Citation	38
Traffic Stop-Criminal Citation	4	Traffic Stop-warning	39
Traffic Watch	34	Training-	2
Warrant	2	Well Being Check	3

**Total Number Of Events: 1,102**



## STAFF REPORT

**TO:** Honorable Mayor and Town Council

**FROM:** Chief Rick Thomas

**DATE:** April 1, 2024

**RE:** Police Activity

- 1) The Police Department has been busy for a few months investigating three separate sex crimes involving children. We have obtained two separate arrest warrants for our suspects. Both warrants were served, and the suspects were arrested. The third case is still under investigation.
- 2) We also received a complaint regarding the miss-treatment of an endangered adult. We investigated this case thoroughly and the state has declined to prosecute. However, the Adult Protective Services with the e State of Florida, who oversees the facility, is investigating for regulatory action.
- 3) We have recently recovered many types of drugs and several guns from traffic stops (Marijuana and Mushrooms).
- 4) Officer Hemby will be leaving us soon; he has an offer to join Lady Lake Police Department.
- 5) Recruiting is at an all-time low, we are hardly receiving any applicants. Our pay scale is no longer comparable with other local agencies. Plus, the lack of specialized units further reduces the agency's recruitment appeal.
- 6) The Fifth Judicial Circuit, Office of the State Attorney, has made the #2 spot for statewide prison sentencing stats. This simply means we are convicting more felons to state prison time. Law enforcement is doing its job and presenting good cases for prosecution.

# Town Council Open Monthly Case Report

03/01/2024 - 03/31/2024

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
3/29/2024	202 MARILYN AVE	Overgrowth	Property Maintenance	Open	
3/25/2024	43 CAMINO REAL BLVD	No Building Permit	Permits	Open	
3/25/2024	635 AVILA PL	Irrigation Days	Water	Open	
3/21/2024	583 AVILA PL	Water Restrictions	Water	Open	
3/21/2024	639 AVILA PL	Water Restrictions	Water	Open	
3/19/2024	106 N FLORIDA AVE	Yard Debris	Property Maintenance	Open	
3/19/2024	116 E CEDAR ST	Obtained Tree Permit	Zoning Chapter 7	Closed	3/19/2024
3/19/2024	1001 N LAKESHORE BLVD	Right-of-way	Property Maintenance	Open	
3/18/2024	587 AVILA PL	No Fence Permit	Zoning Chapter 5	Open	
3/8/2024	125 E PALMETTO AVE	No Permit (Fence)	Permits	Closed	3/8/2024
3/8/2024	605 NAPOLI WAY	Required Landscape	Zoning Chapter 7	Open	
3/4/2024	105 E OAK ST	Parking	Parking	Open	
3/4/2024	448 AVILA PL	No Building Permit	Permits	Open	
3/1/2024	217 W CENTRAL AVE	Junk	Garbage	Closed	3/29/2024
3/1/2024	115 E PINE ST	Parking	Parking	Closed	
3/1/2024	127 E PINE ST	Parking	Parking	Open	

Total Records: 16

4/1/2024

# Town Council Closed Monthly Case Report

03/01/2024 - 03/31/2024

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	116 E CEDAR ST	Obtained Tree Permit	Zoning Chapter 7	3/19/2024	3/19/2024
Closed	125 E PALMETTO AVE	No Permit (Fence)	Permits	3/8/2024	3/8/2024
Closed	217 W CENTRAL AVE	Junk	Garbage	3/1/2024	3/29/2024
Closed	700 S FLORIDA AVE	Vehicle Sales	Parking	2/26/2024	3/8/2024
Closed	E PINE ST	Parking	Parking	1/11/2024	3/1/2024
Closed	127 E PINE ST	No Tag	Property Maintenance	1/11/2024	3/1/2024
Closed	125 E PALMETTO AVE	No Permit (Fence)	Permits	12/15/2023	3/8/2024
Closed	704 S LAKESHORE BLVD	Political Sign	Zoning Chapter 5	11/7/2023	3/22/2024
Closed	107 E LAUREL		Parking	10/5/2023	3/6/2024
Closed	334 TERRACOTTA TER HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	3/7/2024
Closed	242 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	8/26/2022	3/8/2024

Total Records: 11

4/1/2024





# Public Works

## March 2024 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance / Potholes		
Stormwater/Drainage		
Building Maintenance	Town Hall Library Police Station	PW Staff pressure washed the Town Hall and Annex buildings, as well as Library, and Police Station.
Grounds Maintenance	Library  Cemetery	PW Staff trimmed trees and hedges.  PW Staff pressured washed statues, sidewalks, and mausoleum at Cemetery.
Tree Trimming/Tree Removal/Stump Removal	115 E Laurel  E. Croton Way to Orchid Way on Temple  111 & 115 E Laurel  307 S. Lakeshore	Tree Contractor trimmed and thinned out tree, trimmed low hanging limbs over the street, and removed large dead limbs on 115 E Laurel and E. Croton Way to Orchid Way on Temple Ave.  Removed 1 large dead tree overhanging sidewalk on 111 & 115 E Laurel.  Trimmed all lower limbs overhanging street on 2 large trees.
Mowing/Weed Eating	Main Water Plant Well # 3 Lakeshore Blvd Cemetery Blevins Park Little Lake Harris Shoreline	Monthly Maintenance mowing, weed eating and edging. Monthly Mowing of Town Right of Way 9 Acre – Town Owned Parcel Weed Eating Little Lake Harris Shoreline
Pre-Grade Inspections Landscape/Irrigation Inspections Sidewalk Inspections	Talichet  Talichet 2  Venezia Townhomes  In Field Lots	0 – Pre-Grade Inspection - SFR 1 – Final Lot Grading Inspection - SFR 0 – Final Landscape Inspection - SFR 0 – Sidewalk Inspection – SFR  0 – Pre-Grade Inspection – SFR 6 – Final Lot Grading Inspection 6 – Final Landscape Inspection 0 – Sidewalk Inspection  11 – Pre-Grade Inspections – Town Home 0 – Final Lot Grading Inspection – Town Home 0 – Final Landscape Inspection – Town Home 0 – Sidewalk Inspection – Town Home  0 – Final Lot Grading Inspection
Lot Grading Plan Reviews	Talichet Phase 2	0 – Lot Grading Plan/Landscape/Irrigation Reviews

## Additional Updates:

- **Sara Maude Mason Nature Preserve nature trail is open to the public:**
  - The boardwalk will stay closed. (Unsafe for pedestrian traffic)
  - Town Staff is working with FEMA Funding of reimbursement on the cost for repairs to the boardwalk.
  - The Public Works Director has completed the RFP for the Reconstruction of the Sara Maude Mason Boardwalk. The Town has selected a contractor for the Sara Maude Mason Boardwalk Restoration Project.
  - Town Attorney is reviewing the contract for the Sara Maude Mason Boardwalk Restoration Project
  
- **Pine Park Update:**
  - The Town Engineer has designed a concept plan of Pine Park with amenities that include a driveway, parking area with handicap spaces, pickle ball courts, restrooms, pavilions, playgrounds, bike trail and trails connecting to Venezia HOA property for Venezia resident access.
  - The Town Engineer is working with FDOT on a Driveway Permit for Pine Park. Once the permit has been issued, the Town will start construction on the driveway.
  
- **LCWA Stormwater Grant Update:**
  - The Public Works is working with SJRWMD for any permitting required for the project.
  - The Public Works Director is in contact with LCWA for all grant reports and requirements.
  - The Town Engineer completed the survey for the Project Site to determine the high-water line, wetland delineation. He is currently working on the design process.
  
- **FDEM Lift Station #1 and Lift Station #2 Bypass Pump Grant Update:**
  - The Public Works Director is working with FDEM on both grant applications during the grant review process.
  - The Public Works Director is in contact with FDEM staff to provide additional documents and information needed during the review process.
  
- **N. Citrus Avenue Update:**
  - The Town Engineer is working with the Surveying Team to finalize the survey for N. Citrus Avenue.



## Public Utilities

### March 2024– Monthly Report

Activity	Location/ Address	Notes
Service orders	Trough out town	43service orders, including meter installations, repairs,rereads.
Data Logs	Trough out town	4 data logs for customer requests
Locates	Though out town	39 utility locates



**Library Director's Report  
Marianne Beck Memorial Library  
For the Month of March 2024**

**Statistics for March 2024**

Digital: 167, KOHA: 1,860 **Total:** 2,027. Items borrowed from other libraries: 450, items loaned to other libraries: 376. There were 144 computer sessions in February. There were 162 downloads of Ebooks and Audiobooks. 16 residents received new library cards. A total of 3,094 residents visited the library in March.

**Lake County Library System Update:**

The Member libraries will meet on April 25<sup>th</sup> to review the impact fee grant applications submitted. The applications then go before the Library Advisory Board and finally before the BCC in July for approval.

**Funds collected for March:**

**Copies/Fax:** \$86.40 **Fines:** \$36.10 **Total:** \$122.50

**Activities during the month of March:**

On the third Saturday of the month we host a book chat in the morning. If you love to talk about books you have read or would like to read; or enjoy talking about books in general, join us. Zumba toning started on Thursday mornings in March. Lake County Museum of Art hosted an art class on March 18<sup>th</sup>. A new organization has begun using the LEC to host classes for sight impaired individuals.

**Total Program Attendance for March:** 581 patrons and approximately 100-110 attended the Easter Dash.

The January Reading Challenge Stats: Number of books read: 107. Number of pages read: 12,249. Number of patrons participating 22. The results were posted on Facebook and Instagram. Resident, Abby Fender was the winner of the raffle. April's challenge will be to read books with yellow on the cover. Patrons can enter the challenge through Beanstack on the LCLS website or in person, at the library.

The library was opened for 27 days in March.

Respectively Submitted,

Tara Hall, Library Director



**HOWEY-IN-THE-HILLS  
REVENUES V.S. EXPENDITURES  
March 31, 2024**

<u>REVENUES</u>	<u>RECEIVED</u> <u>CURRENT MON.</u>	<u>RECEIVED</u> <u>YEAR-TO-DATE</u>	<u>ESTIMATED</u> <u>REVENUE</u>	<u>REVENUE</u> <u>TO BE RECEIVED</u>	<u>PERCENT</u> <u>RECEIVED</u>
001 GENERAL FUND	\$ 14,090.31	\$ 1,614,833.95	\$ 2,555,938.00	\$ 941,104.05	63%
120 POLICE ADV TRAINING	\$ 147.20	\$ 677.16	\$ 3,000.00	\$ 2,322.84	23%
130 TREE FUND	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0%
140 WATER IMPACT FEES*	\$ 34,659.02	\$ 138,636.08	\$ 1,162,653.00	\$ 1,024,016.92	12%
141 PARK IMPACT FEES*	\$ 10,913.96	\$ 43,775.96	\$ 738,000.00	\$ 694,224.04	6%
142 POLICE IMPACT FEES*	\$ 11,625.74	\$ 46,630.85	\$ 738,000.00	\$ 691,369.15	6%
143 ROAD IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
144 WASTEWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
145 STORMWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
150 INFRASTRUCTURE FUND	\$ -	\$ 115,719.14	\$ 273,355.00	\$ 157,635.86	42%
155 BUILDING FUND	\$ 76,066.00	\$ 316,776.10	\$ 679,565.00	\$ 362,788.90	47%
401 WATER/SANITATION FUND	\$ 142,151.55	\$ 853,637.08	\$ 6,943,736.00	\$ 6,090,098.92	12%
651 POLICE RETIREMENT	\$ -	\$ 314,660.89	\$ 198,423.00	\$ (116,237.89)	159%
<b>TOTALS</b>	<b>\$ 289,653.78</b>	<b>\$ 3,445,347.21</b>	<b>\$ 13,293,673.00</b>	<b>\$ 9,848,325.79</b>	<b>26%</b>

<u>EXPENDITURES</u>	<u>COMMITTED</u> <u>CURRENT MON.</u>	<u>COMMITTED</u> <u>YEAR-TO-DATE</u>	<u>CURRENT</u> <u>APPROPRIATION</u>	<u>AVAILABLE</u> <u>APPROPRIATION</u>	<u>PERCENT</u> <u>COMM.</u>
001 GENERAL FUND	\$ 163,237.31	\$ 1,187,484.20	\$ 2,555,938.00	\$ 1,368,453.80	46%
120 POLICE ADV TRAINING	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0%
130 TREE FUND	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0%
140 WATER IMPACT FEES*	\$ -	\$ 959,100.00	\$ 1,162,653.00	\$ 203,553.00	82%
141 PARK IMPACT FEES*	\$ -	\$ 83,744.89	\$ 738,000.00	\$ 654,255.11	11%
142 POLICE IMPACT FEES*	\$ 6,010.00	\$ 6,010.00	\$ 738,000.00	\$ 731,990.00	1%
143 ROAD IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
144 WASTEWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
145 STORMWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
150 INFRASTRUCTURE FUND	\$ -	\$ -	\$ 273,355.00	\$ 273,355.00	0%
155 BUILDING FUND	\$ 20,753.85	\$ 251,033.66	\$ 679,565.00	\$ 428,531.34	37%
401 WATER/SANITATION FUND	\$ 117,027.11	\$ 791,960.29	\$ 6,943,736.00	\$ 6,151,775.71	11%
651 POLICE RETIREMENT	\$ -	\$ 38,091.63	\$ 198,423.00	\$ 160,331.37	19%
<b>TOTALS</b>	<b>\$ 307,028.27</b>	<b>\$ 3,317,424.67</b>	<b>\$ 13,293,673.00</b>	<b>\$ 9,976,248.33</b>	<b>25%</b>

**HOWEY-IN-THE-HILLS**  
**REVENUES V.S. EXPENDITURES**  
**February 29, 2024**

<u>REVENUES</u>	<u>RECEIVED</u> <u>CURRENT MON.</u>	<u>RECEIVED</u> <u>YEAR-TO-DATE</u>	<u>ESTIMATED</u> <u>REVENUE</u>	<u>REVENUE</u> <u>TO BE RECEIVED</u>	<u>PERCENT</u> <u>RECEIVED</u>
001 GENERAL FUND	\$ 11,942.46	\$ 1,512,155.98	\$ 2,555,938.00	\$ 1,043,782.02	59%
120 POLICE ADV TRAINING	\$ -	\$ 529.46	\$ 3,000.00	\$ 2,470.54	18%
130 TREE FUND	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0%
140 WATER IMPACT FEES*	\$ 18,904.92	\$ 103,977.06	\$ 1,162,653.00	\$ 1,058,675.94	9%
141 PARK IMPACT FEES*	\$ 5,949.67	\$ 32,862.00	\$ 738,000.00	\$ 705,138.00	4%
142 POLICE IMPACT FEES*	\$ 6,337.66	\$ 35,005.11	\$ 738,000.00	\$ 702,994.89	5%
143 ROAD IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
144 WASTEWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
145 STORMWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
150 INFRASTRUCTURE FUND	\$ 1,992.18	\$ 84,183.11	\$ 273,355.00	\$ 189,171.89	31%
155 BUILDING FUND	\$ 39,556.05	\$ 240,710.10	\$ 679,565.00	\$ 438,854.90	35%
401 WATER/SANITATION FUND	\$ 134,970.46	\$ 710,332.00	\$ 6,943,736.00	\$ 6,233,404.00	10%
651 POLICE RETIREMENT	\$ 219,653.40	\$ 2,962,207.17	\$ 13,293,673.00	\$ 10,331,465.83	22%
<b>TOTALS</b>	<b>\$ 439,306.80</b>	<b>\$ 5,681,961.99</b>	<b>\$ 26,388,923.00</b>	<b>\$ 20,706,961.01</b>	<b>22%</b>

<u>EXPENDITURES</u>	<u>COMMITTED</u> <u>CURRENT MON.</u>	<u>COMMITTED</u> <u>YEAR-TO-DATE</u>	<u>CURRENT</u> <u>APPROPRIATION</u>	<u>AVAILABLE</u> <u>APPROPRIATION</u>	<u>PERCENT</u> <u>COMM.</u>
001 GENERAL FUND	\$ 116,315.26	\$ 975,510.06	\$ 2,555,938.00	\$ 1,580,427.94	38%
120 POLICE ADV TRAINING	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0%
130 TREE FUND	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0%
140 WATER IMPACT FEES*	\$ -	\$ 738,100.00	\$ 1,162,653.00	\$ 424,553.00	63%
141 PARK IMPACT FEES*	\$ -	\$ 83,744.89	\$ 738,000.00	\$ 654,255.11	11%
142 POLICE IMPACT FEES*	\$ -	\$ -	\$ 738,000.00	\$ 738,000.00	0%
143 ROAD IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
144 WASTEWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
145 STORMWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
150 INFRASTRUCTURE FUND	\$ -	\$ -	\$ 273,355.00	\$ 273,355.00	0%
155 BUILDING FUND	\$ 19,711.32	\$ 206,756.91	\$ 679,565.00	\$ 472,808.09	30%
401 WATER/SANITATION FUND	\$ 75,957.03	\$ 631,159.60	\$ 6,943,736.00	\$ 6,312,576.40	9%
651 POLICE RETIREMENT	\$ -	\$ 32,874.14	\$ 198,423.00	\$ 165,548.86	17%
<b>TOTALS</b>	<b>\$ 211,983.61</b>	<b>\$ 2,668,145.60</b>	<b>\$ 13,293,673.00</b>	<b>\$ 10,625,527.40</b>	<b>20%</b>



**HOWEY IN THE HILLS  
BANK ACTIVITY REPORT  
March 31, 2024**

ACCOUNTS			
151200			
<b>Florida Prime Account</b>			
<b>STATE BOARD ADMINISTRATION BALANCE</b>			
<b>SBA FUND A</b>	\$	20,479.14	
<b>INTEREST RECEIVED (APY 5.676%)</b>	\$	96.87	5.676%
<b>ENDING BALANCE</b>	\$	20,576.01	
101076			
<b>SEACOAST #1 MONEY MARKET ACCOUNT</b>			
(RESERVES) <b>BEGINNING BALANCE</b>	\$	687,084.33	
<b>TRANSFERS IN (OUT)</b>		(687,099.33)	
<b>INTEREST RECEIVED (APY 4.299%)</b>		397.00	0.693%
<b>ENDING BALANCE</b>	\$	382.00	
101080			
<b>SEACOAST #2 MONEY MARKET ACCOUNT</b>			
(BISHOPS GATE) <b>BEGINNING BALANCE</b>	\$	2,926.50	
Sinking Fund <b>TRANSFERS IN (OUT)</b>		-	
<b>INTEREST RECEIVED (APY 0.008%)</b>		0.03	0.012%
<b>ENDING BALANCE</b>	\$	2,926.53	
101081			
<b>SEACOAST #3 MONEY MARKET ACCOUNT</b>			
(Public Fund) <b>BEGINNING BALANCE</b>	\$	1,410,239.37	
<b>TRANSFERS IN (OUT)</b>	\$	687,084.33	
<b>INTEREST RECEIVED (APY 5.25%)</b>	\$	8,651.80	7.362%
<b>ENDING BALANCE</b>	\$	2,105,975.50	
101005			
<b>SEACOAST CHECKING ACCOUNT (Operating)</b>			
Operating Checking <b>BEGINNING BALANCE</b>	\$	1,520,349.56	
<b>REVENUES DEPOSITED</b>		476,075.71	
<b>TRANSFERS IN (OUT)</b>		-	
<b>EXPENDITURES CLEARED</b>		(554,230.58)	
<b>ENDING BALANCE</b>	\$	1,442,194.69	
101160			
<b>SEASIDE MONEY MARKET ACCOUNT</b>			
<b>BEGINNING BALANCE</b>	\$	357,603.61	
<b>TRANSFERS IN (OUT)</b>		-	
<b>DORMANT CHARGE</b>		-	
<b>INTEREST RECEIVED (APY 4.474%)</b>		1,157.26	3.883%
<b>ENDING BALANCE</b>	\$	358,760.87	
101110			
<b>SEASIDE CHECKING ACCOUNT (Pay Loan)</b>			
<b>BEGINNING BALANCE</b>	\$	18,083.56	
<b>TRANSFERS IN (OUT)</b>		-	
<b>DEPOSITED</b>		-	
<b>ENDING BALANCE</b>	\$	18,083.56	
101120			
<b>SEASIDE SRF LOAN SWEEP ACCOUNT</b>			
<b>BEGINNING BALANCE</b>	\$	2,490.97	
<b>TRANSFERS IN (OUT)</b>		-	
<b>EXPENDITURES CLEARED</b>		-	
<b>ENDING BALANCE</b>	\$	2,490.97	
<b>TOTAL</b>	<b>\$</b>	<b>3,951,390.13</b>	

**LOANS**

<b>FDEP SRF LOAN (2.71%/2.12% interest)</b>	
*Payments of \$72,314.68 made bi-annually.	
Beg Balance as of 04/1/2024	\$1,154,861.81
Principal paid 4/15/2024	<u>(\$57,407.76)</u>
<b>End Balance as of 4/30/2023</b>	<b><u>\$1,097,454.05</u></b>