



## Town Council Meeting

November 27, 2023 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/88408224087?pwd=RPJvXe99TbhM3V2liavsv8SweNBtp3.1>  
**Meeting ID:** 884 0822 4087 | **Passcode:** 640444

### AGENDA

Call the Town Council Meeting to order  
Pledge of Allegiance to the Flag  
Invocation by Councilor Reneé Lannamañ  
Reading of a Poem by Mr. Jim Steele

#### 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 November 13, 2023 Town Council Meeting.

#### PUBLIC HEARING

#### OLD BUSINESS

#### NEW BUSINESS

2. Consideration and Approval: **Planning and Zoning Board Member Selection**
3. Consideration and Approval: **Water Treatment Plant Design Proposal**
4. Consideration and Approval: **Resolution 2023-013 Budget Amendment FY 2023**

#### DEPARTMENT REPORTS

5. Town Manager

#### COUNCIL MEMBER REPORTS

6. Mayor Pro Tem Gallelli
7. Councilor Lehning
8. Councilor Miles
9. Councilor Lannamañ
10. 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: **Nov 27, 2023 06:00 PM Eastern Time (US and Canada)**

Join Zoom Meeting

<https://us06web.zoom.us/j/88408224087?pwd=RPJvXe99TbhM3V2Iiavsv8SweNBtp3.1>

Meeting ID: 884 0822 4087

Passcode: 640444

Dial by your location

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

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

Meeting ID: 884 0822 4087

Passcode: 640444

Find your local number: <https://us06web.zoom.us/u/kcbh5x2fb>

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 OF HOWEY-IN-THE-HILLS  
APPLICATION FOR BOARDS/COMMITTEES

Please Print Legibly

Name: Richard Mulvany Date: 10/29/23  
Home Mailing Address: 308 Dupont Circle Howey 34757  
Home Physical Address: Same  
Florida Drivers License or ID: M415-756-55-4060  
Phone Number: 352-267-1108 E-mail Address: r.mulvany@gmail.com  
Education: Bible College  
Business (Name & Type): RTS Contracting, LLC  
Business Address: Box 1734 Minneola FL 34755  
Business Phone: 352-267-1108 Position: Owner  
Training or experience related to activities of boards or committees to which appointment is sought:  
48 years Builder, 25 years own My own Company  
Professional Organizations: \_\_\_\_\_

Have you served on a Town Board(s)/Committee(s) in the past?  Yes  No

Name of Boards/Committee(s): PTZ Board Dates Served: 2020-2023

Please check Board(s)/Committee(s) that interest you.

- Cemetery Board
- Historic Preservation Board
- Library Board
- \*\*Police Pension Board
- \*\*Planning & Zoning Board
- Parks & Recreation Board
- Other

\*\* Florida Commission on Ethics require board members to complete and submit Form 1, Statement of Financial Interests

*I will attend meetings in accordance with the adopted policies of the Town of Howey-in-the-Hills. If at any time my business or professional interests conflict with the interests of this Board or Committee, I will not participate in such deliberations. References may be secured from the following individuals:*

	Name	Address	Phone Number
1	<u>Beth Flork</u>	<u>Howey</u>	<u>352-973-3244</u>
2	<u>Fred Miller</u>	<u>Minneola</u>	<u>352-516-3929</u>
3	<u>Terr Blessing</u>	<u>Howey</u>	<u>352-636-5446</u>

[Signature]  
Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by \_\_\_\_\_ Date \_\_\_\_\_  
Reviewed by Board \_\_\_\_\_  
Appointed by Town Council \_\_\_\_\_ Date \_\_\_\_\_

TOWN OF HOWEY-IN-THE-HILLS  
APPLICATION FOR BOARDS/COMMITTEES

Please Print Legibly

Name: TERESA PILEGGI WADDLE Date: 11/7/23

Home Mailing Address: 1115 N. LAKE SHORE BLVD

Home Physical Address: HOWEY FL 34737

Florida Drivers License or ID: \_\_\_\_\_

Phone Number: 352-255-1127 E-mail Address: Tenpileggi@gmail.com

Education: College AA - Real Estate School / Brokerage / Investment

Business (Name & Type): PILEGGI REAL ESTATE GROUP LLC

Business Address: 136 E CENTRAL AVE, HOWEY FL 34737

Business Phone: 352-324-6083 Position: Broker/Owner

Training or experience related to activities of boards or committees to which appointment is sought:

Management Training / Mentorships

Professional Organizations: DBPR - NAR - RAISC

Have you served on a Town Board(s)/Committee(s) in the past? Yes  No

Name of Boards/Committee(s): ~~Planning and Zoning~~ Dates Served: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please check Board(s)/Committee(s) that interest you.

Cemetery Board

Historic Preservation Board

Library Board

\*\*Police Pension Board

\*\*Planning & Zoning Board


Parks & Recreation Board

Other

\*\* Florida Commission on Ethics require board members to complete and submit Form 1, Statement of Financial Interests

*I will attend meetings in accordance with the adopted policies of the Town of Howey-in-the-Hills. If at any time my business or professional interests conflict with the interests of this Board or Committee, I will not participate in such deliberations. References may be secured from the following individuals:*

Name	Address	Phone Number
1	_____	_____
2	_____	_____
3	_____	_____

  
Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Board \_\_\_\_\_

Appointed by Town Council \_\_\_\_\_ Date \_\_\_\_\_

October 18, 2023

Sean O’Keefe, Town Manager  
Town of Howey-in-the-Hills  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737

RE: RFQ Process

Dear Sean:

The acquisition of professional services is governed by Florida Statute 287.005, Consultants’ Competitive Negotiation Act (CCNA). It is applicable for architecture, engineering, landscape architecture, and surveying & mapping. The statute establishes thresholds for when CCNA needs to be followed. The table below summarizes the current threshold amounts.

	Fee/Cost Limits	
	Study, Planning, Design Fee	Project Construction Cost
CCNA Not Required	< \$35,000	< \$325,000
Continuing Contract	Up to \$500,000	Up to \$4,000,000
Individual RFQ	> \$500,000	> \$4,000,000

Continuing professional service contracts are required to be procured in accordance with CCNA procedures. For example, Griffey Engineering has a continuing engineering services agreement with the town. It is a “piggyback” agreement based on my current agreement with the City of Tavares which was the result of an RFQ (#2020-006) selection process by the city.

The CCNA process has three steps: 1) Public Announcement and Qualification, 2) Competitive Selection, 3) Competitive Negotiation. Basically the town will issue a Request for Qualifications (RFQ) and interested firms will submit a response following the requirements stated in the RFQ. Per the statute, proposed fees and pricing are prohibited at this step. The town will review and rank the submittals to determine the top ranked firm. The town will then negotiate a scope of work and a fee for the project with the top ranked firm. If the town and firm cannot reach an agreement, then the negotiations will terminate and the town will begin negotiations with the next firm in the ranking list.

The town recently utilized the RFQ process for the design and permitting of Water Treatment Plant #3 (RFQ 2023-002). The RFQ document that was issued by the town (copy attached) was based on a recent Lake County RFQ as a template. Four qualified firms responded with submittals. The review and ranking process was performed by a selection committee. The committee members were Morgan Cates, Public Works Director, Phil Clark, Tavares Utility Director, Don Griffey, Town Engineer, James Southall, Public Utilities Supervisor. The table below shows the ranking of the submitting firms.

Rank	Firm
1	Halff
2	Woodard & Curran
3	CPH
4	Kimley-Horn

The town is currently in the negotiation phase of the process. To date we have had one meeting with Halff to discuss the scope of design services needed for the project.

Please contact me if you have any questions or require additional information.

Sincerely,



Donald A. Griffey, P.E.

**TOWN OF HOWEY-IN-THE-HILLS  
REQUEST FOR QUALIFICATIONS  
RFQ: #2023-002  
WATER TREATMENT PLANT #3**

**PROPOSALS ARE DUE ON OR BEFORE  
2:00 PM (EST) AUGUST 31, 2023**

**MAIL OR DELIVER PROPOSALS TO:**

ATTN: John Brock, Town Clerk  
P.O. Box 128  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737

**CONTACT:**

John Brock, Town Clerk  
P.O. Box 128  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737  
Phone: (352) 324-2290  
email: [jbrock@howey.org](mailto:jbrock@howey.org)

## 1. THE PROJECT

Pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA), the Town of Howey-in-the-Hills (the "Town") is issuing a Request for Qualifications (RFQ) from qualified engineering firms for the design and permitting of a new water treatment plant (WTP #3). The project location is the northwest corner of State Road 19 and Town Road 48, Howey-in-the-Hills, Florida.

The new plant will be a replacement of the existing WTP #2, located adjacent to the new site. WTP #3 needs to have a capacity equal to, or greater than, the town's existing WTP #1 (1.8 MGD). The project is further described and depicted in the town's Water Master Plan (June 2018) prepared by BESH and the WTP #3 Preliminary Site Plan (07/28/2023) prepared by Griffey Engineering.

**Scope of Work:** The provision of professional services for the design and permitting, from all applicable agencies, for the new plant. Deliverables shall include fully completed and certified construction plans and specifications sufficient for bidding & construction, along with all necessary permits. Design services shall include, at a minimum, the following:

### Surveying

- Boundary survey of the new plant site
- Topographic survey, including overhead and underground utilities, of the new plant site, the adjoining rights-of-way of CR 48 and SR 19, and the existing WTP #2 including all above and below ground equipment and appurtenances.

### Environmental

- Phase 1 environmental audit
- Wildlife survey of endangered/threatened/protected/listed species.

### Geotechnical

- Geotechnical survey for structures and stormwater pond design.

### Site Improvements

- Site paving, grading, drainage, & utilities
- Landscaping & irrigation
- Site lighting, security, & electrical systems

### Buildings

- On-site office and plant buildings design
- Office septic tank

### Plant Improvements

- Ground storage tank
- Yard piping
- Pumping system
- Electrical controls
- Treatment system
- SCADA system



System Tie-In

- WTP #2 modification/decommission
- PRV interconnect valve modification/upgrade

Cost Estimate

- Engineers estimate of the probable cost of construction.

Bid Documents

- Fully conformed set of construction plans and specifications sufficient for bidding and construction.

The Town intends for the project design to be completed within a period of six months from the Notice to Proceed.

## 2. INSTRUCTIONS

**Deadline and Delivery of the Proposal Packages:** All proposal packages must be received by the Town Clerk on or before **2:00 PM EST Monday, August 31, 2023**. Proposals must be sealed in one package and clearly labeled “**RFQ 2023-002 Water Treatment Plant #3**” on the outside of the package. Late proposals will not be accepted by the Town Clerk. Vendors accept all risks of late delivery of mailed proposals regardless of fault. Faxed and e-mailed proposals will be deemed non-responsive.

**Withdrawal of Proposals:** A vendor may request a proposal be withdrawn from consideration prior to the date and time the proposals are due. Proposals that have been submitted to the Town become a public record, subject to public record retention requirements.

**Licenses, Permits, Local Laws and Requirements:** The selected vendor shall secure all licenses and permits, and must become familiar with any local conditions, which may, in any manner, affect the services required. The vendor is required to carefully examine the RFQ terms and to become thoroughly familiar with all conditions and requirements that may in any manner affect the work to be performed under the resulting contract. A respondent, by submitting a qualifications package, represents that the respondent has read and understands the Request for Qualifications requirements and its response is made in accordance therewith and that the respondent is familiar with the local conditions under which the awarded Respondent must perform.

Prior to entering into a contract with the Town, owners of all forms of business doing business in the State of Florida, except sole proprietorships, must register with and be in good standing with the Florida Department of Corporations. A foreign corporation cannot transact business in the State of Florida until it obtains a certificate of authority from the Department of State.

**Inquiries, Clarifications and Addenda:** While the Town has used considerable efforts to ensure an accurate representation of information in this RFQ, each prospective respondent is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFQ. It is incumbent upon each prospective respondent to carefully examine these requirements, terms, and conditions.

Any inquiries, suggestions, or requests concerning interpretation, clarification or additional

information shall be made in writing and submitted via e-mail to the Town Clerk. The Town will not be responsible for any oral communication given by any employee, agent, or representative of the Town. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If the Town revises (amends) this RFQ, notice will be posted on the Town's website. You must acknowledge each addendum in your proposal. Failure to acknowledge each addendum may prevent your proposal from being considered for award. It is solely your responsibility to ensure that you have received all addenda to this RFQ before submitting your proposal.

Before submitting a qualifications package, each respondent shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Town upon which the respondent will rely. If the respondent receives an award, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

**Restricted Discussions:** From the date of issuance of this solicitation until final Town action, vendors should not discuss the solicitation, or any part thereof, with any employee, agent, or any representative of the Town other than the designated contact person.

**Schedule:** The schedule dates below may be subject to change by the Town. The schedule of pertinent events for this RFQ may be viewed on the Town's website at [www.howey.org](http://www.howey.org). All times listed are EST.

RFQ Advertised in Newspaper & Posted on Town Website	August 7, 2023
Questions Due to the Town (in writing via e-mail)	August 21, 2023
Responses to Questions Posted	August 25, 2023
Proposal Packages Due to the Town	August 31, 2023 2:00 p.m.
Proposal Packages Opened at Town Hall	August 31, 2023 2:15pm
Selection Committee Review & Short List Recommendation	September 8, 2023
Negotiations with Top Ranked Firm	September 18, 2023

### 3. SUBMITTAL REQUIREMENTS

The proposal package must be submitted on 8-1/2" X 11" paper. Vendors must submit **two** hard copies and **one** electronic copy on flash drive in Adobe Acrobat (.pdf) format.

**Specific Directions Regarding Format and Contents of Response:** To facilitate analysis of its qualifications package, the respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the respondent's qualifications package deviates from these instructions, such response may, in the Town's sole discretion, be rejected. The Town emphasizes that the respondent concentrate on accuracy, completeness, and clarity of content.

**Economy of Presentation:** Each qualifications package shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities

regarding the conditions and requirements of the specific work to be performed pursuant to this RFQ. Elaborate bindings, colored displays, and any superfluous promotional material are not desired, and at a level considered unwarranted by assigned evaluators, may serve as evidence of cost inefficiency supportive of a lower technical rating. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that respondent follow the format and instructions contained herein. The Town retains the prerogative to reject any response that does not essentially conform to the stated requirements.

**Qualifications Package Guidelines:** Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.

Abbreviations and Acronyms – All abbreviations and acronyms used in the qualifications package shall be explained and/or defined upon their first usage in each section of the qualifications package.

Page Limitation, Size, and Format – Responses are limited to a total page count not to exceed 50 pages. This count includes all response content to include completed Town Forms 1 through 3, but excluding tab sheets, covers, or any Town-issued addenda pages. Page size shall be 8.5 x 11 inches. Pages may be single-spaced. The text size should be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Binding and Labeling – The entirety of the qualifications package should be spiral bound on the left margin to permit the qualifications package to lie flat when opened. All response sections must be appropriately separated and tabbed. Staples shall not be used.

**Qualifications Package Sections:** The respondent shall organize its qualifications package into the following major sections.

**TAB A STATEMENT OF INTEREST:** To be submitted on the firm's letterhead concisely stating the firm's understanding of the services required by the Town and be signed by a person authorized to bind the firm.

**TAB B FIRM PROFILE:** Complete Form 1 and a copy of the respondent's current State of Florida Board of Professional Regulation License.

**TAB C TEAM COMPOSITION AND SUBCONSULTANTS:** Complete Form 2 listing the key people proposed for the Town's project along with any proposed subconsultants. Include a copy of each person's current State of Florida Board of Professional Regulation License. Additional resumes may be attached.

**TAB D SIMILAR PROJECTS:** Complete Form 3. This form may be reproduced.

**TAB E ADDITIONAL INFORMATION:** Provide any additional information or description of resources and/or capabilities supporting your firm's qualifications for the Town's project.

**Withdrawal of Qualifications Package:** You may withdraw your qualifications package or modify it at any time prior to the official response due date and time. You shall be required to produce photo identification that satisfies the Town prior to withdrawal or modification of your qualifications package. Negligence upon your part in preparing your qualifications package confers no right of withdrawal after the time fixed for the submission of qualifications packages.

**Qualifications Package Acceptance / Rejection:** The Town reserves the right to accept or reject any or all qualifications packages received as a result of this RFQ, or to negotiate separately with competing contractors. The Town reserves the right to waive any informalities, defects, or irregularities in any qualifications package, or to accept that qualifications package, which in the judgment of the proper officials, is in the best interest of the Town.

#### 4. EVALUATION PROCESS

A selection committee consisting of at least three (3) members will be appointed by the Town Manager to review and evaluate responses. Each member will individually review and rank the submittals. The combined totals of all of the member's ranking scores will determine the final ranking and shortlisting of firms. The criteria for ranking and assigned weights are shown below.

CRITERIA	POTENTIAL POINTS
<b>Professional qualifications necessary for satisfactory performance.</b> <ul style="list-style-type: none"> <li>• Project manager and key members are qualified to perform the work of the project.</li> <li>• Consultant's knowledge of standards and procedures.</li> <li>• Project Team identified/experienced in projects of this nature and size.</li> </ul>	10
<b>Specialized experience and technical competence for this type of work.</b> <ul style="list-style-type: none"> <li>• Consultant provided comparable projects they have been involved with.</li> </ul>	15
<b>Past project contracts w/ government agencies and private industry.</b> <ul style="list-style-type: none"> <li>• Project list showing similar projects &amp; capabilities performed.</li> </ul>	15
<b>The capacity to accomplish the work in their proposed completion schedule.</b> <ul style="list-style-type: none"> <li>• Consultant has adequate resources &amp; commitment to complete on schedule</li> </ul>	20
<b>Understanding of the project.</b> <ul style="list-style-type: none"> <li>• Consultant demonstrated understanding of key elements of the project.</li> <li>• Consultant provided comparable projects they have been involved with.</li> </ul>	20
<b>Approach to the project</b> <ul style="list-style-type: none"> <li>• Consultant recognized &amp; identified any special circumstances on the project.</li> <li>• Consultant provided logical approach to tasks and issues of the project.</li> </ul>	20

**Discussions and/or Presentations After Initial Ranking:** The Town, at its sole discretion, may conduct discussions with, and/or require formal presentations by, any respondent without charge to

the Town. The Town reserves the right to require any respondent to demonstrate to the satisfaction of the Town that the respondent has the fiscal and technical ability to furnish the services as proposed. The Town shall be the sole judge of compliance in this regard. The Town reserves the right to conduct discussions with any respondent(s) which has (have) been "short-listed" as a most-qualified respondent.

Respondents are cautioned not to assume that they will be asked for discussions or a presentation, and should include all pertinent and required information in their original qualifications package.

Upon completion of discussions and/or presentations with short-listed respondents, the Town will determine which one of those respondents is considered the best qualified for the project. If discussions/presentations are not held, the highest scoring firm from the initial ranking shall be considered the best qualified. Project scope and pricing negotiations will then ensue with the respondent in the manner stated in Section 287.055, Florida Statutes.

## 5. METHOD OF AWARD

**Award of Contract:** The Town reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the Town within the selection factors and process cited within Section 287.055, Florida Statutes.

The Town has the sole discretion, and reserves the right, to cancel this RFQ, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the Town's best interests to do so.

Any qualifications package that is contingent upon an award or a contract for any additional service shall be rejected and not considered for an award.

In the event of default by the awarded Respondent, the Town reserves the right to negotiate and award the contract to the next best qualified Respondent without any further competition.

**Time Limit To Submit Required Award or Initial Performance Related Documentation:** Within ten (10) calendar days after Town notification of intent to award, or subsequent intent to proceed, any successful respondent must furnish all deliverables or documentation required to specifically support the Town intent. If any successful respondent fails to furnish the required deliverables within the required time frame, intent to award, or award to that respondent may be withdrawn and award made to the next highest rated respondent.

**Disputes/Exceptions:** Any prospective respondent who disputes the reasonableness or appropriateness of any item within this RFQ document, any addendum to this RFQ document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the Town's issuance of the qualifications package document or addenda, or notice of award or rejection. The written dispute shall be sent via certified mail or delivered in person to the Town Clerk. However, respondents are advised that any protest based exclusively on disagreement with the technical judgment of evaluators will be rejected unless there is clear evidence of arbitrary or capricious action in that regard.

Any prospective respondent who may have any exceptions to any requirements set forth in this RFQ or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted qualifications package. All such exceptions shall be evaluated by the Town personnel involved in the review and evaluation process. It is recommended that any such exception or deviation be addressed to the Town in writing during the solicitation period.

## 6. GENERAL

**Right to Reject Proposals:** The Town reserves the right to make an award it determines to be in its best interests or to reject any and all proposals. Further, the Town, in making its award decision, retains the authority to waive what it considers to be minor irregularities in the proposal or to seek clarification on certain issues from any vendor submitting a proposal. Failure to provide requested information may result in the rejection of the proposal.

**Compliance with Laws:** Vendor shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to this RFQ and the conduct of vendor's business, including those of Federal, State, and local agencies having jurisdiction and authority.

**Convicted Vendors:** Vendor affirms that it is aware of the provisions of Section 287.133(2)(a) of the Florida Statutes and that at no time has vendor been convicted of a public entity crime.

**Discriminatory Vendors:** Vendor affirms that it is aware of the provisions of Section 287.134(2)(a) of the Florida Statutes, and that at no time has vendor been placed on the discriminatory vendor list.

**Vendor's Cost:** Costs for developing a proposal responsive to this RFQ are entirely the obligations of the vendor and shall not be chargeable in any manner to the Town.

**Vendor's Representations:** In submitting a proposal, the vendor understands, represents, and acknowledges the following (if the vendor cannot so certify to any of following, the vendor shall submit with its proposal a written explanation).

- The vendor is not currently under suspension or debarment by the State or any other governmental authority.
- The vendor, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- The vendor has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

FORM 1  
FIRM PROFILE

1. Firm (or joint venture) Name & Address	1c. Licensed to do business in the State of Florida _____ Yes _____ No
	1d. Name, Title & Telephone Number of Principal to Contact
	1e. Address of office to perform work, if different from Item 1
1a. Firm is ___ National ___ Regional ___ Local FEIN # _____	
1b. Firm is a Certified Minority Business Enterprise ___ Yes ___ No	
2. Please list the number of people by discipline that your firm/joint venture will commit to the County's project.	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:	
3a. Has this joint venture previously worked together? ___ Yes ___ No	

**Form 2**

**TEAM COMPOSITION**

Name of Prime Firm: \_\_\_\_\_

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge		
Project Manager		
Project Engineer (or Architect)		
Project Construction Administrator		
List other Key Members:		

**Sub Consultants:**

Role	Company Name & Address of Office Handling this Project	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? \_\_\_\_ yes \_\_\_\_ no

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.



FORM 3

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the Town's project that have been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects.

<u>6. Project Name &amp; Location</u>		<u>Project Owners Name &amp; Address</u>
<u>Completion Date (Actual or Estimated)</u>		
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, &amp; Telephone Number</u>
Entire Project \$	Work for which firm was/is responsible \$	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u>		
<u>Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</u>		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project That Shall Be Assigned to the County's Project</u>		

Via Email

October 31, 2023

Sean O'Keefe  
Town Manager  
Town of Howey-in-the-Hills  
PO Box 128  
Howey-in-the-Hills, FL 34737

**RE: RFQ 2023-002 Water Treatment Plant No. 3**

**PROFESSIONAL SERVICES PROPOSAL/AGREEMENT**

Halff Associates, Inc. is pleased to submit this Proposal to the Town of Howey-in-the-Hills for professional services related to the design, permitting, bidding assistance, and construction administration of Water Treatment Plant No. 3. Water Treatment Plant No. 3 will be constructed on Town owned property adjacent to the Town's existing potable water distribution system allowing the proposed Water Treatment Plant to be connected to the distribution system, and the existing Water Treatment Plant to be decommissioned and demolished. The following tasks are proposed as part of the project:

**PHASE 100 Hydraulic Analysis and Master Plan Update**

Halff will review information provided by the Town related to projected development within the potable water service area, and update the existing hydraulic model to include the extension of potable water service to areas of known projected development. Recommended sizing of potable water main extensions to provide the desired level of service to each area of development will be verified through the hydraulic model. The hydraulic model will include both existing Water Treatment Plant No. 1 and proposed Water Treatment No. 3 as well as the interconnect valve between the pressure zones served by each WTP. Recommendations for modifications to the existing interconnect control valve will be developed.

Halff will update the previously prepared Potable Water Master Plan to incorporate the results of the hydraulic modeling, and recommendations for potable water main extensions and modifications to the interconnect control valve. A draft Potable Water Master Plan report will be provided to the Town for review. Halff will coordinate a review meeting with the Town, and will incorporate comments received into the final Potable Water Master Plan Report.

**FEE: \$19,880.00**

**PHASE 200 Subsurface Utility Location**

Halff will subcontract with Precise Locating Services, Inc. to designate the horizontal positions of underground utilities on the existing Water Treatment Plant No. 2 site, as well as along approximately 900 feet on the northern right of way State Route 19 and the eastern right of way of County Road 48.

**FEE: \$3,108.00**

### **PHASE 300 Topographic and Boundary Surveying**

Halff will prepare a boundary, topographic, and tree survey of the project site, Lake County Alternate Key 3946511, in accordance with Section 5J-17, Florida Administrative Code, the Standards of Practice for land surveying in the State of Florida. Additionally, Halff will prepare a topographic survey of the adjacent eastern right of way of County Road 48, and the existing Water Treatment Plant No. 2 site. The boundary survey will include establishing exterior boundary lines of the site, including all public rights of way. Boundary monuments will be recovered or set as required. All improvements including existing above ground structures, utilities designated as part of Phase 200, storm drainage and sanitary sewer manholes and structures, and the location and elevation of the existing well casing will be located on the survey. Sewer pipe size, type, and elevation data will be depicted, along with spot elevations sufficient to develop a 1-foot digital terrain model. Vertical control will be established based on the 1988 North American Vertical Datum (NAVD) including two benchmarks for use during construction. All trees 6 inches DBH and larger will be located and shown on the survey per the requirements of the Town Land Development Code.

**FEE: \$36,200.00**

### **PHASE 400 Phase I Environmental Assessment**

Halff will subcontract with Andreyev Engineering, Inc. to conduct a Phase I Environmental Site Assessment in accordance with ASTM E1527-21 to determine if Recognized Environmental Conditions are present either on-site or off-site. As part of the Phase I Environmental Site Assessment Andreyev will:

- Conduct a review of applicable historical sources including available historical aerial photographs, U.S.G.S quadrangle maps, and city directory listings.
- Conduct a review of regulatory database search information, and contact appropriate and relevant County, State, and Federal agencies to further review applicable information present in their files concerning contamination on site, or in the immediate vicinity of the site, and determine whether any off-site facilities may potentially impact the subject site.
- Conduct interviews as applicable with the current owner and previous owners, current and previous tenants, and applicable government officials.
- Conduct a site reconnaissance to look for visual evidence of past or current deposition of hazardous materials on or adjacent to the site. Further investigate any areas of concern disclosed by the review of the historical sources or regulatory agency records.
- Prepare a Phase I Environmental Site Assessment Report documenting the findings of the assessment including: documentation of the investigation methods and results, determination of the presence of Recognized Environmental Conditions pursuant to ASTM E1527-21, determination of the need for a Phase II Environmental Site Assessment pursuant to ASTM E1903-19 is warranted due to the presence of Recognized Environmental Conditions.

**FEE: \$2,640.00**

**PHASE 500 Cultural Resources Assessment Survey**

Halff will subcontract with Archaeological Consultants, Inc. to provide a Cultural Resources Assessment Survey report of the project site in compliance with Chapter 1A-46, Florida Administrative Code and the Florida Division of Historic Resources' *Module Three, Guidelines for Use by Historic Preservation Professionals*.

**FEE: \$2,970.00**

**PHASE 600 Environmental Site Evaluation**

Halff will conduct a field review of the project site for the purpose of evaluating the onsite habitats and the potential occurrence of any species considered Endangered, Threatened, or of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 68A-27.003-005 F.A.C. or the US Fish and Wildlife Service (USFWS) under C.F.R. 17.11-12. Halff will complete the following tasks as part of the evaluation:

- Prior to the field review, conduct a comprehensive desktop review of government and other publicly available databases to determine whether occurrences of State and/or Federal listed plant or animal species may occur or have been documented in areas with similar habitat within or immediately adjacent to the project site. Databases to be reviewed will include, but not be limited to the US Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and Florida Natural Areas Inventory (FNAI), including the FWC bald eagle (*Haliaeetus leucocephalus*) nest database and the FWC wading bird rookery database.
- Review the project area to map and assess the extent and condition of the onsite habitats using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS: Florida Department of Transportation, 1999).
- Conduct meandering pedestrian transect surveys for listed species on the project site in general accordance with the Florida Wildlife Conservation Guide (2011) as developed by the USFWS, FWC, and FNAI. Any items of concern that could potentially affect the project and permitting schedule will be recorded and reported to the Town.
- Conduct a species-specific survey for the gopher tortoise in accordance with the FWC Gopher Tortoise Permitting Guidelines (Revised 2022), conducted by an FWC Authorized Gopher Tortoise Agent. The survey will include a 100% survey of suitable habitats to locate gopher tortoise burrows and estimate the overall gopher tortoise density for the project site.
- Complete a summary report detailing the findings of the site review and listed species surveys conducted on the project site. If protected habitats, wetlands or listed species are encountered, their approximate locations will be depicted on an aerial photograph of the project site. If there are any regulatory constraints to development of the project due to wetlands or listed species, detailed recommendations on how to resolve the constraints prior to initiating construction will be provided to the Town.

**FEE: \$3,780.00**

## PHASE 610 Sand Skink Coverboard Survey

The Sand Skinks and Blue-tailed Mole Skinks Survey Protocol (July 2020) requires that all areas within the USFWS sand skink consultation area which are above 82' elevation containing excessively well drained soils are to be sampled for the presence of the sand skink (*Plestiodon reynoldsi*). Sampling consists of coverboard surveys (0.5-inch thick, 2 ft. by 2 ft. plywood boards) at a density of 40 boards per acre, with monitoring for four consecutive weeks over the period of March 1 – May 15. A GIS assessment of the parcel indicates the entire 2.23-acre parcel is comprised of potential sand skink habitat. In accordance with the Sand Skinks and Blue-Tailed Mole Skinks Survey Protocol, Halff will:

- Install coverboards in accordance with the Sand Skinks and Blue-tailed Mole Skinks Survey Protocol. For this effort, a total of 90 coverboards are estimated to sample the parcel. Prior to coverboard placement, any rooted vegetation will be removed, and the resulting exposed sand area will be leveled and smoothed to allow for detection of sand skink tracks.
- Inspect the coverboards once per week for four consecutive weeks for the presence of sand skink tracks.
- Prepare a brief summary report of the results of the coverboard sampling. The report will include a summary of the site conditions and documentation of the sampling effort and any skink observations. The report will also provide a summary of permitting requirements or recommendations to avoid skinks if they are documented within the project limits.

**FEE: \$13,960.00**

## PHASE 700 Geotechnical Evaluation

Halff will subcontract with Andreyev Engineering, Inc. to conduct a geotechnical investigation and evaluation to assess the subsoil and groundwater conditions at the project site, and to provide recommendations for the design of the foundation of the proposed tanks and other structures and recommendations of aquifer parameters for the design of the proposed stormwater retention pond. The scope of the geotechnical evaluation will include:

- Four Standard Penetration Test (SPT) borings at each of the two ground storage tanks to a depth of 100 feet or SPT refusal in limestone, whichever comes first.
- Two SPT borings to a depth of 25 feet at the location of the proposed building.
- One SPT boring to a depth of 25 feet at the location of the proposed generator building.
- Two SPT borings to a depth of 20 feet at the location of the proposed stormwater retention pond.
- Two permeability tube samples from a depth of 2 to 3 feet from the pond boring locations and two laboratory falling head permeability tests on the samples.
- Limited index testing of soils in the laboratory.

- Observation of groundwater levels during drilling and after stabilization.
- Development of a geotechnical engineering report that includes the data collected, as well as engineering recommendations for shallow foundation design for the proposed structures, and aquifer parameters for the recovery analysis of the proposed stormwater retention pond.

**FEE: \$18,894.00**

### **PHASE 800 Civil Site Design**

Halff will prepare engineering drawings for the civil site design. Progress submittals will be provided at the 30%, 60%, 90%, and 100% design milestones, including an opinion of probable construction cost. The civil site plans will be prepared in accordance with the Town of Howey-in-the-Hills Land Development Regulations and St. Johns River Water Management District (SJRWMD) requirements. This task includes the development of:

- Cover Sheet including a vicinity map, legal description, required names and addresses.
- Geometry Plans including site geometry, building and structure locations, setbacks, landscape buffers, parking, drive aisles, and sidewalks/ADA accessible routes as required.
- Stormwater and Drainage Master Plans including site grading, drainage structures, storm water piping (size, material, inverts and slopes), rim and invert elevations for structures.
- Site Grading Plans including finished floor elevations, parking lot and drive aisle elevations, stormwater pond grading, and tie-in grades at property lines.
- Stormwater/Erosion Control Plans including minimum Best Management Practices for stormwater and erosion control during construction as needed for Town and SJRWMD permitting.
- Paving and Drainage Detail Plans to include details in accordance with Town, Florida Department of Transportation (FDOT), and SJRWMD criteria. Site specific details will be provided as required.

**FEE: \$36,300.00**

### **PHASE 900 Landscape Architecture**

Halff will prepare minimum code landscape plans in conformance with local agency regulations, in addition to tree removal plans denoting trees to be preserved and removed and tree mitigation calculations for removal and replacement. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plans. Details for the proper installation of plants will also be included. The final plans will be signed and sealed by a professional Landscape Architect.

**FEE: \$7,720.00**

**PHASE 910 Irrigation System Design**

Halff will prepare irrigation plans denoting complete coverage of the proposed code required landscape enhancements. Irrigation plans will include appropriate turf/bed/tree zones, approximate point of connection, mainline piping, head layout, required performance specifications, notes and details to satisfy installation of the proposed irrigation system.

**FEE: \$6,180.00**

**PHASE 1000 Architecture Design**

Halff will subcontract with Powell Studio Architecture, LLC to provide architectural and structural engineering design for an approximately 2,800 square foot Operations Building. It is assumed that a single building will be provided to house offices, plan storage, restrooms, laboratory, 480-volt electrical gear, chlorine storage and feed equipment, and high service pumps. Design drawings and specifications will be developed including floor plans, exterior elevations, building sections and details. Specifications will be prepared in the 16 Division CSI format. Progress submittals will be provided to the Town at the 60%, 90%, and 100% design milestones.

**FEE: \$15,620.00**

**PHASE 1010 Mechanical, Electrical, and Plumbing Design**

Halff will subcontract with Ingenuity Engineers, Inc. to prepare engineering drawings for the mechanical, electrical, and plumbing design for the operations building. Specifications will be prepared in the 16 Division CSI format. Design progress submittals will be provided at the 30%, 60%, 90%, and 100% design milestones, including an opinion of probable construction cost. Ingenuity Engineers, Inc. will also provide construction administration services including the review of requests for information, review of shop drawing submittals, and will visit the site at substantial and final completion.

**FEE: \$14,740.00**

**PHASE 1100 Water Treatment Plant Process Design – Base Design**

Halff will prepare engineering drawings for the water treatment plant design. This task includes the design of the well pumps, ground storage tanks, high service pump station, gas chlorination system, and tank mounted natural draft aerator based upon water quality from the wells with less than 0.6 mg/L total sulfide, less than 0.1 mg/L dissolved iron, less than 0.3 mg/L total iron, and pH greater than 7.2. Water quality not meeting these parameters will require advanced levels of treatment, the design of which is included in subsequent tasks in this proposal.

Halff will prepare a Preliminary Design Report in accordance with the requirements of 62-555.520, FAC. The report will include 30% design drawings, and a preliminary opinion of probable construction cost. Halff will submit a draft report, and conduct a review meeting with the Town. Comments received will be incorporated into the final Preliminary Design Report.

Design drawings and specifications will be developed in accordance with Florida Department of Environmental Protection regulations. Specifications will be prepared in the 16 Division CSI format, and Halff will prepare front end Division 0 bid documents. Progress submittals will be provided at the 60%, 90%, and 100% design milestones, including an opinion of probable construction cost.

**FEE: \$97,500.00**

**PHASE 1200 Structural Engineering Design**

Halff will subcontract with Wekiva Engineering, LLC to prepare engineering drawings for the structural design of the generator slab. Design progress submittals will be provided at the 60%, 90%, and 100% design milestones, including an opinion of probable construction cost. Specifications will be prepared in the 16 Division CSI format.

**FEE: \$2,915.00**

**PHASE 1300 Electrical and Instrumentation & Controls Design**

Halff will subcontract with Bailey Engineering Consultants, Inc. to prepare engineering drawings for the electrical and instrumentation and controls aspects of the water treatment plant design. This task includes design related to the well pumps, high service pumps, chlorination system, and site lighting. A generator with a diesel fuel tank to provide a redundant source of power will be included in the design. The instrumentation system design will be based on the Town's existing VTSCADA system with PLC controls. Design progress submittals will be provided at the 30%, 60%, 90%, and 100% design milestones, including an opinion of probable construction cost.

**FEE: \$119,900.00**

**PHASE 1400 Permitting**

Halff will prepare applications and make submittal for the following permits anticipated to be required for the construction of the project:

- Town of Howey-in-the-Hills Site Plan Permit
- FDEP Environmental Resources Permit
- FDEP Specific Permit to Construct PWS Components
- FDOT Drainage Connection Permit
- FDOT Right of Way Utilization Permit
- Lake County Right of Way Utilization Permit
- Lake County Driveway Connection Permit
- Lake County Department of Health Septic Tank Permit

Halff will conduct pre-application meetings, attend Development Review Committee Meetings, and respond to requests for additional information as required during the permitting process.

**FEE: \$58,946.00**



**PHASE 1500 Bidding Services**

Halff will provide the following services during bidding:

- Attend and conduct the pre-bid meeting, and compile and distribute meeting notes.
- Prepare addenda and responses to questions received from bidders.
- Review bids, prepare the bid tabulation, and make recommendation of award of the construction contract.
- Prepare conformed documents.

**FEE: \$14,105.00**

**PHASE 1600 Construction Administration**

Halff and our subconsultants will provide construction administration services including:

- Attend and conduct the pre-construction meeting, and compile and distribute meeting notes.
- Attend and conduct monthly construction progress meetings, and compile and distribute meeting notes.
- Review shop drawing submittals.
- Respond to requests for information (RFIs).
- Review change order requests.
- Observe construction progress weekly.
- Prepare a project punch list and verify its completion.
- Certify substantial and final completion.
- Review Contractor Applications for Payment

**FEE: \$163,741.00**

**PHASE 1700 Project Management**

Halff will prepare monthly progress reports, including data needs, pending decisions, activities completed in the prior month, activities planned for the upcoming month, and an updated project schedule. Halff will meet with the Town monthly to review the progress reports and overall status of the project. Internal quality assurance and quality control activities for the water treatment plant design, invoicing, and project management are also included in this Task.

**FEE: \$42,680.00**

**PHASE 1800 WTP Alternative No. 1: Sulfuric Acid System**

Adjustment of the pH of the raw water from the wells will be required if total sulfide concentrations exceed 0.3 mg/L, and pH exceeds 7.2. If required by the raw water quality from the wells, a sulfuric acid storage and feed system will be incorporated into the water treatment plant design. The sulfuric acid storage and feed system will consist of a tank or tanks for storage of bulk sulfuric acid, a concrete secondary containment structure, duplex chemical metering pump skid, and associated electrical and control improvements.

Halff will incorporate the sulfuric acid storage and feed system into the Preliminary Design Report prepared under Phase 1100. Design drawings and specifications for the sulfuric acid storage and feed system will be incorporated into the 60%, 90%, and 100% design submittals, and the associated opinions of probable construction cost.

**FEE: \$17,990.00**

**PHASE 1900 WTP Alternative No. 2: Packed Tower Aeration & Odor Control**

Forced draft aeration will be required if total sulfide concentrations in the raw water from the wells exceeds 0.6 mg/L. The forced draft aeration system will release large quantities of hydrogen sulfide into the air, requiring an associated odor control system. If required by the raw water quality from the wells, a packed tower aeration and odor control system will be incorporated into the water treatment plant design. The system will include a packed tower aerator, blower, odor control system, and associated duct work, and a concrete clearwell with vertical turbine transfer pumps.

Halff will incorporate the packed tower aeration and odor control system into the Preliminary Design Report prepared under Phase 1100. Design drawings and specifications for the packed tower aeration and odor control system will be incorporated into the 60%, 90%, and 100% design submittals, and the associated opinions of probable construction cost.

**FEE: \$34,840.00**

**PHASE 2000 WTP Alternative No. 3: Iron Filtration**

Iron filtration will be required if iron concentrations in the raw water from the wells exceeds 0.3 mg/L. If required by the raw water quality from the wells, an iron filtration system will be incorporated into the water treatment plant design. The system will include a pre-filter chlorine feed system and iron filtration units located on a concrete slab. Modifications to the septic tank and drain field design will also be required to accommodate backwash from the iron filtration system.

Halff will incorporate the iron filtration system into the Preliminary Design Report prepared under Phase 1100. Design drawings and specifications for the iron filtration system will be incorporated into the 60%, 90%, and 100% design submittals, and the associated opinions of probable construction cost.

**FEE: \$29,760.00**

**PHASE 2100 Reimbursables**

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed per Exhibit A Section II Compensation.

**FEE: \$15,000.00**

**Exclusions:**

This proposal does not include the following:

- Ornamental landscaping or additional plantings beyond code minimum requirements.
- LEED design of the operations building or other structures.
- Permitting for the incidental take or relocation of any listed species of flora or fauna, including gopher tortoises.
- Recording of historical resources discovered on the site during the Cultural Resources Assessment.
- Design of turn lanes or other improvements to County Road 48.
- Permit fees are not included in this proposal and shall be paid by the Town.

**Deliverables:**

Halff will provide the following deliverables as part of this project:

- Draft Potable Water Master Plan Update
- Final Potable Water Master Plan Update
- Boundary & Topographic Survey
- Phase I Environmental Assessment Report
- Cultural Resources Assessment Survey Report
- Environmental Site Assessment Report
- Sand Skink Cover Board Survey Summary Report
- Geotechnical Engineering Report
- Draft Preliminary Design Report
- Final Preliminary Design Report
- 60% Design Drawings, Specifications, and Opinion of Probable Construction Cost
- 90% Design Drawings, Specifications, and Opinion of Probable Construction Cost
- 100% Design Drawings, Specifications, and Opinion of Probable Construction Cost
- Town of Howey-in-the-Hills Permit Application
- FDEP Environmental Resources Permit Application
- FDEP Specific Permit to Construct PWS Components Application
- FDOT Drainage Connection Permit Application
- FDOT Right of Way Utilization Permit Application
- Lake County Right of Way Utilization Permit Application
- Lake County Driveway Connection Permit Application
- Lake County Department of Health Septic Tank Permit Application
- Bid Tabulation and Recommendation of Award

Halff will provide two hard copies and one electronic copy of all deliverables. Final documents will be signed and sealed as appropriate.

**Schedule:**

The time period for the performance of Halff’s services for design and permitting will be 270 days from the issuance of a Notice to Proceed (NTP) by the Town. Time periods for performance of individual tasks are as follows:

- |   |                                  |
|---|----------------------------------|
| ▪ Hydraulic Analysis & Master Plan Update:      | 60 days from NTP                 |
| ▪ Subsurface Utility Location:                  | 60 days from NTP                 |
| ▪ Topographic & Boundary Surveying:             | 150 days from NTP                |
| ▪ Phase I Environmental Assessment:             | 60 days from NTP                 |
| ▪ Cultural Resources Assessment Survey:         | 60 days from NTP                 |
| ▪ Environmental Site Assessment:                | 90 days from NTP                 |
| ▪ Sand Skink Coverboard Survey:                 | 150 days from NTP                |
| ▪ Geotechnical Evaluation:                      | 90 days from NTP                 |
| ▪ Draft Preliminary Design Report & 30% Design: | 120 days from NTP                |
| ▪ Final Preliminary Design Report & 30% Design: | 14 days from receipt of comments |
| ▪ 60% Design Documents:                         | 60 days from Final PDR           |
| ▪ 90% Design Documents:                         | 60 days from receipt of comments |
| ▪ 100% Design Documents:                        | 30 days from receipt of comments |
| ▪ Permitting:                                   | 270 days from NTP                |

This schedule assumes that water quality data for the first well is available within six weeks of the Notice to Proceed, that water quality for both wells is available within six months of Notice to Proceed, and that review meetings will be held with fourteen days of each submittal. A detailed schedule is presented in Exhibit B.

**Compensation and Invoicing:**

Compensation for the professional services described in this proposal will be \$779,369.00 billed on a monthly basis in proportion to percentage of completion as follows:

- Phases 100 through 1700 (Base Price): Lump sum amount of \$696,779.00.
- Phases 1800 through 2000: Lump sum amount of \$82,590.00 as authorized in advance by the Town.
- Phase 2100: Maximum amount of \$15,000.00 billed in accordance with Exhibit A Section II Compensation.

A detailed breakdown of the proposed fee is presented in Exhibit C.

**Representation on Authority of Parties/Signatories:**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**APPROVED:**

Engineer: **HALFF ASSOCIATES, INC.**

Signature:  \_\_\_\_\_

Name: Robert A. Ern Jr., PE, DBIA

Title: Water/Wastewater Deputy Practice Leader

Date: October 31, 2023

**APPROVED:**

Client: **TOWN OF HOWEY-IN-THE-HILLS**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT A**  
**STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
**TOWN OF HOWIE-IN-THE-HILLS (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)**

**I. SCOPE.** Halff Associates, Inc. ("Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by both Engineer and Client (each a "Party" and, collectively, the "Parties"), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard Form of Agreement (referred to jointly as "Agreement"), when executed by *Town of Howie-in-the-Hills* ("Client"), shall constitute a binding Agreement on both Parties. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

**II. COMPENSATION.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.

**III. RESPONSIBILITY.** Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Engineer agrees to follow the normal and customary standard practices of the engineering profession to make findings, provide opinions (including opinions of probable costs of construction), make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification, and Engineer shall not be required to provide any certification, assignment, or warranty of its work, but upon request and for a separate mutually agreed fee and fully executed contract amendment and at Engineer's sole discretion, Engineer may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by Client or by other individuals or firms employed by Client shall not relieve Client or those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any site visits, resident engineering or, if specifically required in the applicable Scope of Services, inspection services provided or performed by Engineer shall be for the sole and exclusive purpose of reviewing the general compliance of such activities with respect to the technical provisions of the project specifications and such services by Engineer shall not constitute any form of guarantee with respect to the performance of any contractor. Engineer does not assume responsibility for means, methods or appliances used by a contractor, for safety conditions, or for compliance by contractors with applicable laws, rules, and regulations.

Neither the professional activities of Engineer, nor the presence of Engineer or its employees and subconsultants at a construction/project site, shall impose any duty on Engineer, nor relieve the contractor or others of its/their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any applicable health or safety precautions required by any applicable regulatory agencies. Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the contractor or others shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in Client's contract(s) with others. Client also agrees that Client, Engineer, and Engineer's subconsultants shall be made additional insureds under the contractor's and other policies of general liability insurance.

Engineer's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs, prepared by Engineer, represent Engineer's judgment as a design professional. Client and Owner understand and agree that neither Engineer nor Client or Owner has control over the cost of labor, materials, or equipment; the contractor's methods of calculating and estimating bid prices; or competitive bidding, market,

or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or from any other estimate or evaluation, prepared or agreed to by Engineer.

Any service(s) not listed in Engineer's Scope of Services will be considered Additional Services. All Additional Services, when requested, shall be authorized in writing by Client prior to Engineer proceeding with any work.

**IV. SCOPE OF CLIENT SERVICES.** Client shall furnish, at Client's expense, all required and reasonable information, requirements, reports, data, access, surveys, and instructions required by this Agreement. Engineer may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

**V. OWNERSHIP OF DOCUMENTS.** Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Client agrees to indemnify Engineer, Engineer's subconsultants and independent associates for all damages, liability or cost arising from such reuse. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

**VI. INSURANCE.** Engineer agrees to maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- E. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.

**VII. SUBCONTRACTS.** Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.

**VIII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

**IX. INTEGRATION.** This Standard Form of Agreement and the Scope of Services, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding

shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties.

**X. JURISDICTION AND VENUE.** This Agreement shall be administered under the substantive laws of the State of **Florida** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Lake County, Florida**.

**XI. SUSPENSION OF SERVICES.** If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, Engineer may, at its option, terminate this Agreement upon giving notice in writing to Client. Further, Engineer may request that the work be suspended by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the work. If Client fails to make timely payments to Engineer or is otherwise in breach of this Agreement, Engineer may suspend performance of services upon five (5) calendar days' notice to Client. Engineer shall have no liability to Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

**XII. TERMINATION OF WORK.** Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

**XIII. TAXES.** The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subconsultants for taxes paid or assessed in association with the work under this Agreement, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

**XIV. ALTERNATIVE DISPUTE RESOLUTION.** Any conflicts or disputes that arise under or through this Agreement or that may exist following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meeting shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement.

**XV. MERGER AND SEVERABILITY.** This Agreement constitutes, represents, and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XVI. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**XVII. TIMELINESS OF PERFORMANCE.** Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XVIII. PROJECT ENHANCEMENT/BETTERMENT.** IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

**XIX. AGREED REMEDIES.**

**A.** IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**B.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.



**C. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.**

**D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.**

**E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.**

## **XX. MISCELLANEOUS PROVISIONS**

**A.** Changed conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to Engineer are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks, or other material terms of this Agreement, Engineer may call for renegotiation of appropriate portions of this Agreement. Engineer shall notify Client of the changed conditions necessitating renegotiation, and Engineer and Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the Parties agree that either Party has the absolute right to terminate this Agreement in accordance with the termination provisions herein.

**B.** Changes in the work: If during the term of this Agreement, Engineer shall prepare Change Orders and Construction Change Directives for Client's approval and execution in accordance with the Contract Documents and may authorize minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents. Preparing Change Orders and Construction Change Directives that require evaluation of contractor's proposals and supporting data, or the preparation or revision of Instruments of Service shall be considered as Additional Services, and Client will pay Engineer for these services in accordance with the Additional Services provisions of this Agreement.

**C.** Construction observation: If included in the Scope of Services of this Agreement, Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by Client and Engineer, in order to observe the progress and quality of the work completed by the contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Engineer to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Based on this general observation, Engineer shall keep Client informed about the progress of the work and shall advise Client about observed deficiencies in the work.

If Client desires more extensive project observation or full-time project representation, Client shall request that such services be provided by Engineer as Additional Services in accordance with the terms of this Agreement.

Engineer shall not supervise, direct, or have control over the contractor's work nor have authority over any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the project. These rights and responsibilities are solely those of the contractor in accordance with contractor's contract with Client.

Engineer shall not be responsible for any acts or omissions of the contractor, any subcontractor, any entity performing any portions of the work or any agents or employees of any of them or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of Engineer.

Engineer does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contractor's contract with Client or any applicable laws, codes, rules, or regulations.

**D.** Design without construction observation: Unless Construction Observation is specifically noted in Engineer's Scope of Services, it is understood and agreed that Engineer's services do NOT include Construction Observation nor review of the contractor's performance or any other construction phase services, and that such services will be provided by Client. As such, Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation, and Client


waives any claims against Engineer that may be in any way connected thereto, including claims resulting from unauthorized modifications to the construction plans and construction errors or omissions.

**E.** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, and subconsultants (collectively, Engineer) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or other modifications made to the Contract Documents to reflect changed field or other conditions.

**XXI. ATTORNEY'S FEES.** In the event that any suit or action is instituted to enforce any provision in this Agreement, the substantially prevailing Party in such dispute shall be entitled to recover from the other Party all fees, costs, and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs, and expenses of appeals.

**XXII. WAIVER.** Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**APPROVED:**  
Engineer: **HALFF ASSOCIATES, INC.**  
  
Signature:   
Name: Robert A. Ern Jr., PE, DBIA  
Title: Water/Wastewater Deputy Practice Leader  
Date: October 31, 2023

**APPROVED:**  
Client: **TOWN OF HOWIE-IN-THE-HILLS**  
  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ID	Task Name	Duration	Start	Finish	2024												2025					20													
					4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter		3rd Quarter		4th Quarter		1st Quarter						
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1	Well No. 1 Drilling & Water Quality	90 days	Mon 10/2/23	Fri 2/2/24	[Gantt bar from Sep 2023 to Feb 2024]																														
2	Well No. 2 Drilling & Water Quality	90 days	Mon 2/5/24	Fri 6/7/24	[Gantt bar from Feb 2024 to Jun 2024]																														
3	Town Council Approval & Notice to Proceed	0 days	Mon 12/11/23	Mon 12/11/23	[Milestone diamond at 12/11/23]																														
4	Hydraulic Analysis & Master Plan Update	39 days	Mon 12/11/23	Thu 2/1/24	[Gantt bar from 12/11/23 to 2/1/24]																														
5	Subsurface Utility Location	15 days	Mon 1/15/24	Fri 2/2/24	[Gantt bar from 1/15/24 to 2/2/24]																														
6	Topographic & Boundary Surveying	75 days	Mon 1/1/24	Fri 4/12/24	[Gantt bar from 1/1/24 to 4/12/24]																														
7	Phase I Environmental Assessment	15 days	Mon 1/1/24	Fri 1/19/24	[Gantt bar from 1/1/24 to 1/19/24]																														
8	Cultural Resources Assessment Survey	10 days	Mon 1/8/24	Fri 1/19/24	[Gantt bar from 1/8/24 to 1/19/24]																														
9	Environmental Site Assessment	20 days	Fri 1/26/24	Thu 2/22/24	[Gantt bar from 1/26/24 to 2/22/24]																														
10	Sand Skink Coverboard Survey	21 days	Mon 3/4/24	Mon 4/1/24	[Gantt bar from 3/4/24 to 4/1/24]																														
11	Geotechnical Evaluation	25 days	Fri 1/19/24	Thu 2/22/24	[Gantt bar from 1/19/24 to 2/22/24]																														
12	Draft Preliminary Design Report & 30% Submittal	45 days	Mon 1/15/24	Fri 3/15/24	[Gantt bar from 1/15/24 to 3/15/24]																														
13	Town Review of Draft PDR & 30% Submittal	10 days	Mon 3/18/24	Fri 3/29/24	[Gantt bar from 3/18/24 to 3/29/24]																														
14	Finalize Preliminary Design Report	5 days	Mon 4/1/24	Fri 4/5/24	[Gantt bar from 4/1/24 to 4/5/24]																														
15	60% Design Development	45 days	Mon 4/1/24	Fri 5/31/24	[Gantt bar from 4/1/24 to 5/31/24]																														
16	Town Review of 60% Design	10 days	Mon 6/3/24	Fri 6/14/24	[Gantt bar from 6/3/24 to 6/14/24]																														
17	90% Design Development	30 days	Mon 6/17/24	Fri 7/26/24	[Gantt bar from 6/17/24 to 7/26/24]																														
18	Town Review of 90% Design	10 days	Mon 7/29/24	Fri 8/9/24	[Gantt bar from 7/29/24 to 8/9/24]																														
19	100% Design Development	15 days	Mon 8/12/24	Fri 8/30/24	[Gantt bar from 8/12/24 to 8/30/24]																														
20	Bid Documents Completed	0 days	Fri 8/30/24	Fri 8/30/24	[Milestone diamond at 8/30/24]																														
21	Town of Howey-in-the-Hills Permitting	45 days	Mon 5/6/24	Fri 7/5/24	[Gantt bar from 5/6/24 to 7/5/24]																														
22	FDEP Environmental Resources Permit	60 days	Mon 4/8/24	Fri 6/28/24	[Gantt bar from 4/8/24 to 6/28/24]																														
23	FDEP Specific Permit to Construct PWS Components	60 days	Mon 6/10/24	Fri 8/30/24	[Gantt bar from 6/10/24 to 8/30/24]																														
24	FDOT Drainage Connection Permit	25 days	Mon 7/29/24	Fri 8/30/24	[Gantt bar from 7/29/24 to 8/30/24]																														
25	FDOT Right of Way Utilization Permit	25 days	Mon 7/29/24	Fri 8/30/24	[Gantt bar from 7/29/24 to 8/30/24]																														
26	Lake County Right of Way Permit	25 days	Mon 7/29/24	Fri 8/30/24	[Gantt bar from 7/29/24 to 8/30/24]																														
27	Lake County Driveway Connection Permit	25 days	Mon 7/8/24	Fri 8/9/24	[Gantt bar from 7/8/24 to 8/9/24]																														
28	Lake County Department of Health Septic Tank Permit	45 days	Mon 4/15/24	Fri 6/14/24	[Gantt bar from 4/15/24 to 6/14/24]																														
29	Bid Advertisement	0 days	Fri 9/13/24	Fri 9/13/24	[Milestone diamond at 9/13/24]																														
30	Bid Period	30 days	Fri 9/13/24	Thu 10/24/24	[Gantt bar from 9/13/24 to 10/24/24]																														
31	Review of Bids	10 days	Fri 10/25/24	Thu 11/7/24	[Gantt bar from 10/25/24 to 11/7/24]																														
32	Award of Construction Contract	0 days	Thu 12/5/24	Thu 12/5/24	[Milestone diamond at 12/5/24]																														
33	Construction Notice to Proceed	0 days	Wed 12/11/24	Wed 12/11/24	[Milestone diamond at 12/11/24]																														
34	Construction	263 days	Wed 12/11/24	Fri 12/12/25	[Gantt bar from 12/11/24 to 12/12/25]																														
35	Construction - Substantial Completion	0 days	Fri 12/12/25	Fri 12/12/25	[Milestone diamond at 12/12/25]																														
36	Construction - Final Completion	30 days	Fri 12/12/25	Thu 1/22/26	[Gantt bar from 12/12/25 to 1/22/26]																														
37	Project Complete	1 day	Fri 1/23/26	Fri 1/23/26	[Milestone diamond at 1/23/26]																														

Project: Howey-in-the-Hills WT  
Date: Fri 10/27/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Exhibit C: Fee Estimate Breakdown

PHASE	Engineer V	Engineer III	Engineer I	Office Tech V	Office Tech III	Administrative III	Landscape Architect III	Scientist III	Surveyor IV	2-Man Survey Crew	Sub Consultant	Staff Hours	Total Task Fee
	\$270.00	\$190.00	\$125.00	\$165.00	\$100.00	\$95.00	\$145.00	\$160.00	\$195.00	\$190.00	\$	By Activity	
Phase 100: Hydraulic Analysis and Master Plan Update	8	24	80		24	8						144	\$19,880.00
Phase 200: Subsurface Utility Location											\$3,108.00	0	\$3,108.00
Phase 300: Topographic and Boundary Surveying				80					40	80		200	\$36,200.00
Phase 400: Phase I Environmental Assessment											\$2,640.00	0	\$2,640.00
Phase 500: Cultural Resources Assessment Survey											\$2,970.00	0	\$2,970.00
Phase 600: Environmental Site Evaluation					2	4		20				26	\$3,780.00
Phase 610: Sand Skink Coverboard Survey					4	8		80				92	\$13,960.00
Phase 700: Geotechnical Evaluation											\$18,894.00	0	\$18,894.00
Phase 800: Civil Site Design	24	40	60	80		16						220	\$36,300.00
Phase 900: Landscape Architecture						8	48					56	\$7,720.00
Phase 910: Irrigation System Design						4	40					44	\$6,180.00
Phase 1000: Architecture Design											\$15,620.00	0	\$15,620.00
Phase 1010: Mechanical, Electrical, and Plumbing Design											\$14,740.00	0	\$14,740.00
Phase 1100: WTP Process Design	40	120	200	80	200	60						700	\$97,500.00
Phase 1200: Structural Engineering Design											\$2,915.00	0	\$2,915.00
Phase 1300: Electrical and Instrumentation & Controls Design											\$119,900.00	0	\$119,900.00
Phase 1400: Permitting	8					16						24	\$3,680.00
Phase 1410: Town of Howey-in-the-Hills Permit	4	12	12			4						32	\$5,240.00
Phase 1420: FDEP Environmental Resources Permit	4	48	24	24		4						104	\$17,540.00
Phase 1430: FDEP Specific Permit to Construct PWS Components	4	20	8			4						36	\$6,260.00
Phase 1440: FDOT Drainage Connection Permit	4	20	24	8		4						60	\$9,580.00
Phase 1450: FDOT Right of Way Utilization Permit	2	12	24			4						42	\$6,200.00
Phase 1460: Lake County Right of Way Utilization Permit	2	8	8			2						20	\$3,250.00
Phase 1470: Lake County Driveway Connection Permit	2	20	12			2						36	\$6,030.00
Phase 1480: Lake County Department of Health Septic Tank Permit											\$1,166.00	0	\$1,166.00
Phase 1500: Bidding Services	4	8	16	4		8						40	\$6,020.00
Phase 1510: Architectural Bidding Services											\$2,200.00	0	\$2,200.00
Phase 1520: Structural Bidding Services											\$935.00	0	\$935.00
Phase 1530: Electrical and I&C Bidding Services											\$4,950.00	0	\$4,950.00
Phase 1600: Construction Administration	40	80	160			60						340	\$51,700.00
Phase 1610: Architectural Construction Administration											\$9,350.00	0	\$9,350.00
Phase 1620: Structural Construction Administration											\$5,500.00	0	\$5,500.00
Phase 1630: Electrical and I&C Construction Administration											\$97,191.00	0	\$97,191.00
Phase 1700: Project Management	144					40						184	\$42,680.00
Phase 9999: Reimbursables												0	\$15,000.00
<b>Base Staff Hours</b>	<b>290</b>	<b>412</b>	<b>628</b>	<b>276</b>	<b>230</b>	<b>256</b>	<b>88</b>	<b>100</b>	<b>40</b>	<b>80</b>		<b>2,400</b>	
<b>Base Staff Cost</b>	<b>\$78,300.00</b>	<b>\$78,280.00</b>	<b>\$78,500.00</b>	<b>\$45,540.00</b>	<b>\$23,000.00</b>	<b>\$24,320.00</b>	<b>\$12,760.00</b>	<b>\$16,000.00</b>	<b>\$7,800.00</b>	<b>\$15,200.00</b>	<b>\$302,079.00</b>		<b>\$696,779.00</b>
<b>Alternatives</b>													
Phase 1800: WTP Alternative 1: Sulfuric Acid System	2	8	16	4	48							78	\$9,520.00
Phase 1810: WTP Alt 1: Structural Engineering											\$3,520.00	0	\$3,520.00
Phase 1820 WTP Alt 1: Electrical & I&C Engineering											\$4,950.00	0	\$4,950.00
Phase 1900: WTP Alternative 2: Packed Tower Aeration & Odor Control	2	16	40	8	80							146	\$17,900.00
Phase 1910: WTP Alt 2: Structural Engineering											\$9,900.00	0	\$9,900.00
Phase 1920 WTP Alt 2: Electrical & I&C Engineering											\$7,040.00	0	\$7,040.00
Phase 2000: WTP Alternative 3: Iron Filtration	2	8	24	4	60							98	\$11,720.00
Phase 2010: WTP Alt 3: Structural Engineering											\$2,200.00	0	\$2,200.00
Phase 2020 WTP Alt 3: Electrical & I&C Engineering											\$15,840.00	0	\$15,840.00
<b>Alternative Staff Hours</b>	<b>6</b>	<b>32</b>	<b>80</b>	<b>16</b>	<b>188</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>322</b>	
<b>Alternative Staff Cost</b>	<b>\$1,620.00</b>	<b>\$6,080.00</b>	<b>\$10,000.00</b>	<b>\$2,640.00</b>	<b>\$18,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$43,450.00</b>		<b>\$82,590.00</b>
<b>Total Staff Hours</b>	<b>296</b>	<b>444</b>	<b>708</b>	<b>292</b>	<b>418</b>	<b>256</b>	<b>88</b>	<b>100</b>	<b>40</b>	<b>80</b>		<b>2,722</b>	
<b>Total Staff Cost</b>	<b>\$79,920.00</b>	<b>\$84,360.00</b>	<b>\$88,500.00</b>	<b>\$48,180.00</b>	<b>\$41,800.00</b>	<b>\$24,320.00</b>	<b>\$12,760.00</b>	<b>\$16,000.00</b>	<b>\$7,800.00</b>	<b>\$15,200.00</b>	<b>\$345,529.00</b>		<b>\$779,369.00</b>

November 20, 2023

Sean O'Keefe  
Town Manager  
Town of Howey-in-the-Hills  
PO Box 128  
Howey-in-the-Hills, FL 34737

RE: RFQ 2023-002 Water Treatment Plant No. 3

Mr. O'Keefe:

Please find attached our revised scope and fee proposal for Water Treatment Plant No. 3 updated to address the comments received during our meeting on November 17<sup>th</sup>. The revised proposed fee is \$729,152.00, a reduction of \$50,217 from our original proposal. The scope and fee estimate has been modified as follows:

- Reduced Topographic and Boundary Surveying fee by \$5,700.
- Reduced Civil Site Design fee by \$10,080.
- Removed Irrigation System Design Task reducing the fee by \$6,180.
- Reduced Electrical and Instrumentation & Controls Design fee by \$7,700.
- Revised FDOT Drainage Connection Permit to a request for an exemption reducing the fee by \$7,140.
- Reduced Construction Administration fee by \$7,117.
- Reduced the maximum reimbursables budget by \$3,000.

Within the last three years Halff has completed two similar Water Treatment Plants in the Villages:

- Gibson Place Utilities Water Treatment Plant No. 1 was placed in service in August 2021 at a construction cost of \$7,390,082, not including the cost of drilling the wells. The water quality at the WTP required a level of treatment consistent with the base bid plus alternative no. 1.
- Gibson Place Utilities Water Treatment Plant No. 2 was placed in service in September 2022 at a construction cost of \$9,579,723, not including the cost of drilling the wells. The water quality at the WTP required a level of treatment consistent with the base bid plus alternative nos. 1 and 2.
- Halff's proposed fees for the design, permitting, and construction administration of the Howey-in-the-Hills Water Treatment Plant No. 3 are approximately 9% of the construction cost of Gibson Place Utilities Water Treatment Plant No. 1, and 7.3% of the construction cost of Gibson Place Utilities Water Treatment Plant No. 2 when considering the alternatives required.

Subconsultant proposals have been included with this submittal for your reference. Halff's fee includes a 10% markup on subconsultant proposals for the additional administration and processing required, consistent with industry practice.

Should you have any additional questions or concerns regarding this information, please do not hesitate to contact our office.

Sincerely,

Halff



Michael Scullion, P.E., BCEE, DBIA  
Water/Wastewater Team Leader  
[msscullion@halff.com](mailto:msscullion@halff.com)

Enclosures

Via Email

November 20, 2023

Sean O'Keefe  
Town Manager  
Town of Howey-in-the-Hills  
PO Box 128  
Howey-in-the-Hills, FL 34737

**RE: RFQ 2023-002 Water Treatment Plant No. 3**

**PROFESSIONAL SERVICES PROPOSAL/AGREEMENT**

Halff Associates, Inc. is pleased to submit this Proposal to the Town of Howey-in-the-Hills for professional services related to the design, permitting, bidding assistance, and construction administration of Water Treatment Plant No. 3. Water Treatment Plant No. 3 will be constructed on Town owned property adjacent to the Town's existing potable water distribution system allowing the proposed Water Treatment Plant to be connected to the distribution system, and the existing Water Treatment Plant to be decommissioned and demolished. The following tasks are proposed as part of the project:

**PHASE 100 Hydraulic Analysis and Master Plan Update**

Halff will review information provided by the Town related to projected development within the potable water service area and update the existing hydraulic model to include the extension of potable water service to areas of known projected development. Recommended sizing of potable water main extensions to provide the desired level of service to each area of development will be verified through the hydraulic model. The hydraulic model will include both existing Water Treatment Plant No. 1 and proposed Water Treatment No. 3 as well as the interconnect valve between the pressure zones served by each WTP. Recommendations for modifications to the existing interconnect control valve will be developed.

Halff will update the previously prepared Potable Water Master Plan to incorporate the results of the hydraulic modeling, and recommendations for potable water main extensions and modifications to the interconnect control valve. A draft Potable Water Master Plan report will be provided to the Town for review. Halff will coordinate a review meeting with the Town and will incorporate comments received into the final Potable Water Master Plan Report.

**FEE: \$19,880.00**

**PHASE 200 Subsurface Utility Location**

Halff will subcontract with Precise Locating Services, Inc. to designate the horizontal positions of underground utilities on the existing Water Treatment Plant No. 2 site, as well as along approximately 900 feet on the northern right of way State Route 19 and the eastern right of way of County Road 48.

**FEE: \$3,108.00**

### **PHASE 300 Topographic and Boundary Surveying**

Halff will prepare a boundary, topographic, and tree survey of the project site, Lake County Alternate Key 3946511, in accordance with Section 5J-17, Florida Administrative Code, the Standards of Practice for land surveying in the State of Florida. Additionally, Halff will prepare a topographic survey of the adjacent eastern right of way of County Road 48, and the existing Water Treatment Plant No. 2 site. The boundary survey will include establishing exterior boundary lines of the site, including all public rights of way. Boundary monuments will be recovered or set as required. All improvements including existing above ground structures, utilities designated as part of Phase 200, storm drainage and sanitary sewer manholes and structures, and the location and elevation of the existing well casing will be located on the survey. Sewer pipe size, type, and elevation data will be depicted, along with spot elevations sufficient to develop a 1-foot digital terrain model. Vertical control will be established based on the 1988 North American Vertical Datum (NAVD) including two benchmarks for use during construction. All trees 6 inches DBH and larger will be located and shown on the survey per the requirements of the Town Land Development Code.

**FEE: \$30,500.00**

### **PHASE 400 Phase I Environmental Assessment**

Halff will subcontract with Andreyev Engineering, Inc. to conduct a Phase I Environmental Site Assessment in accordance with ASTM E1527-21 to determine if Recognized Environmental Conditions are present either on-site or off-site. As part of the Phase I Environmental Site Assessment Andreyev will:

- Conduct a review of applicable historical sources including available historical aerial photographs, U.S.G.S quadrangle maps, and city directory listings.
- Conduct a review of regulatory database search information, and contact appropriate and relevant County, State, and Federal agencies to further review applicable information present in their files concerning contamination on site, or in the immediate vicinity of the site, and determine whether any off-site facilities may potentially impact the subject site.
- Conduct interviews as applicable with the current owner and previous owners, current and previous tenants, and applicable government officials.
- Conduct a site reconnaissance to look for visual evidence of past or current deposition of hazardous materials on or adjacent to the site. Further investigate any areas of concern disclosed by the review of the historical sources or regulatory agency records.
- Prepare a Phase I Environmental Site Assessment Report documenting the findings of the assessment including: documentation of the investigation methods and results, determination of the presence of Recognized Environmental Conditions pursuant to ASTM E1527-21, determination of the need for a Phase II Environmental Site Assessment pursuant to ASTM E1903-19 is warranted due to the presence of Recognized Environmental Conditions.

**FEE: \$2,640.00**

### **PHASE 500 Cultural Resources Assessment Survey**

Halff will subcontract with Archaeological Consultants, Inc. to provide a Cultural Resources Assessment Survey report of the project site in compliance with Chapter 1A-46, Florida Administrative Code and the Florida Division of Historic Resources' *Module Three, Guidelines for Use by Historic Preservation Professionals*.

**FEE: \$2,970.00**

### **PHASE 600 Environmental Site Evaluation**

Halff will conduct a field review of the project site for the purpose of evaluating the onsite habitats and the potential occurrence of any species considered Endangered, Threatened, or of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 68A-27.003-005 F.A.C. or the US Fish and Wildlife Service (USFWS) under C.F.R. 17.11-12. Halff will complete the following tasks as part of the evaluation:

- Prior to the field review, conduct a comprehensive desktop review of government and other publicly available databases to determine whether occurrences of State and/or Federal listed plant or animal species may occur or have been documented in areas with similar habitat within or immediately adjacent to the project site. Databases to be reviewed will include, but not be limited to the US Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and Florida Natural Areas Inventory (FNAI), including the FWC bald eagle (*Haliaeetus leucocephalus*) nest database and the FWC wading bird rookery database.
- Review the project area to map and assess the extent and condition of the onsite habitats using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS: Florida Department of Transportation, 1999).
- Conduct meandering pedestrian transect surveys for listed species on the project site in general accordance with the Florida Wildlife Conservation Guide (2011) as developed by the USFWS, FWC, and FNAI. Any items of concern that could potentially affect the project and permitting schedule will be recorded and reported to the Town.
- Conduct a species-specific survey for the gopher tortoise in accordance with the FWC Gopher Tortoise Permitting Guidelines (Revised 2022), conducted by an FWC Authorized Gopher Tortoise Agent. The survey will include a 100% survey of suitable habitats to locate gopher tortoise burrows and estimate the overall gopher tortoise density for the project site.
- Complete a summary report detailing the findings of the site review and listed species surveys conducted on the project site. If protected habitats, wetlands or listed species are encountered, their approximate locations will be depicted on an aerial photograph of the project site. If there are any regulatory constraints to development of the project due to wetlands or listed species, detailed recommendations on how to resolve the constraints prior to initiating construction will be provided to the Town.

**FEE: \$3,780.00**



## PHASE 610 Sand Skink Coverboard Survey

The Sand Skinks and Blue-tailed Mole Skinks Survey Protocol (July 2020) requires that all areas within the USFWS sand skink consultation area which are above 82' elevation containing excessively well drained soils are to be sampled for the presence of the sand skink (*Plestiodon reynoldsi*). Sampling consists of coverboard surveys (0.5-inch thick, 2 ft. by 2 ft. plywood boards) at a density of 40 boards per acre, with monitoring for four consecutive weeks over the period of March 1 – May 15. A GIS assessment of the parcel indicates the entire 2.23-acre parcel is comprised of potential sand skink habitat. In accordance with the Sand Skinks and Blue-Tailed Mole Skinks Survey Protocol, Halff will:

- Install coverboards in accordance with the Sand Skinks and Blue-tailed Mole Skinks Survey Protocol. For this effort, a total of 90 coverboards are estimated to sample the parcel. Prior to coverboard placement, any rooted vegetation will be removed, and the resulting exposed sand area will be leveled and smoothed to allow for detection of sand skink tracks.
- Inspect the coverboards once per week for four consecutive weeks for the presence of sand skink tracks.
- Prepare a brief summary report of the results of the coverboard sampling. The report will include a summary of the site conditions and documentation of the sampling effort and any skink observations. The report will also provide a summary of permitting requirements or recommendations to avoid skinks if they are documented within the project limits.

**FEE: \$13,960.00**

## PHASE 700 Geotechnical Evaluation

Halff will subcontract with Andreyev Engineering, Inc. to conduct a geotechnical investigation and evaluation to assess the subsoil and groundwater conditions at the project site, and to provide recommendations for the design of the foundation of the proposed tanks and other structures and recommendations of aquifer parameters for the design of the proposed stormwater retention pond. The scope of the geotechnical evaluation will include:

- Four Standard Penetration Test (SPT) borings at each of the two ground storage tanks to a depth of 100 feet or SPT refusal in limestone, whichever comes first.
- Two SPT borings to a depth of 25 feet at the location of the proposed building.
- One SPT boring to a depth of 25 feet at the location of the proposed generator building.
- Two SPT borings to a depth of 20 feet at the location of the proposed stormwater retention pond.
- Two permeability tube samples from a depth of 2 to 3 feet from the pond boring locations and two laboratory falling head permeability tests on the samples.
- Limited index testing of soils in the laboratory.

- Observation of groundwater levels during drilling and after stabilization.
- Development of a geotechnical engineering report that includes the data collected, as well as engineering recommendations for shallow foundation design for the proposed structures, and aquifer parameters for the recovery analysis of the proposed stormwater retention pond.

**FEE: \$18,894.00**

### **PHASE 800 Civil Site Design**

Halff will prepare engineering drawings for the civil site design. Progress submittals will be provided at the 30%, 60%, 90%, and 100% design milestones, including an opinion of probable construction cost. The civil site plans will be prepared in accordance with the Town of Howey-in-the-Hills Land Development Regulations and St. Johns River Water Management District (SJRWMD) requirements. This task includes the development of:

- Cover Sheet including a vicinity map, legal description, required names and addresses.
- Geometry Plans including site geometry, building and structure locations, setbacks, landscape buffers, parking, drive aisles, and sidewalks/ADA accessible routes as required.
- Stormwater and Drainage Master Plans including site grading, drainage structures, storm water piping (size, material, inverts and slopes), rim and invert elevations for structures.
- Site Grading Plans including finished floor elevations, parking lot and drive aisle elevations, stormwater pond grading, and tie-in grades at property lines.
- Stormwater/Erosion Control Plans including minimum Best Management Practices for stormwater and erosion control during construction as needed for Town and SJRWMD permitting.
- Paving and Drainage Detail Plans to include details in accordance with Town, Florida Department of Transportation (FDOT), and SJRWMD criteria. Site specific details will be provided as required.

**FEE: \$26,220.00**

### **PHASE 900 Landscape Architecture**

Halff will prepare minimum code landscape plans in conformance with local agency regulations, in addition to tree removal plans denoting trees to be preserved and removed and tree mitigation calculations for removal and replacement. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plans. Details for the proper installation of plants will also be included. The landscape design will incorporate Florida Native plants and xeriscape to avoid the requirements to install an irrigation system. The final plans will be signed and sealed by a professional Landscape Architect.

**FEE: \$7,720.00**

### **PHASE 1000 Architecture Design**

Halff will subcontract with Powell Studio Architecture, LLC to provide architectural and structural engineering design for an approximately 2,800 square foot Operations Building. It is assumed that a single building will be provided to house offices, plan storage, restrooms, laboratory, 480-volt electrical gear, chlorine storage and feed equipment, and high service pumps. Design drawings and specifications will be developed including floor plans, exterior elevations, building sections and details. Specifications will be prepared in the 16 Division CSI format. Progress submittals will be provided to the Town at the 60%, 90%, and 100% design milestones.

**FEE: \$15,620.00**

### **PHASE 1010 Mechanical, Electrical, and Plumbing Design**

Halff will subcontract with Ingenuity Engineers, Inc. to prepare engineering drawings for the mechanical, electrical, and plumbing design for the operations building. Specifications will be prepared in the 16 Division CSI format. Design progress submittals will be provided at the 60%, 90%, and 100% design milestones, including an opinion of probable construction cost. Ingenuity Engineers, Inc. will also provide construction administration services including the review of requests for information, review of shop drawing submittals, and will visit the site at substantial and final completion.

**FEE: \$14,740.00**

### **PHASE 1100 Water Treatment Plant Process Design – Base Design**

Halff will prepare engineering drawings for the water treatment plant design. This task includes the design of the well pumps, ground storage tanks, high service pump station, gas chlorination system, and tank mounted natural draft aerator based upon water quality from the wells with less than 0.6 mg/L total sulfide, less than 0.1 mg/L dissolved iron, less than 0.3 mg/L total iron, and pH greater than 7.2. Water quality not meeting these parameters will require advanced levels of treatment, the design of which is included in subsequent tasks in this proposal.

Halff will prepare a Preliminary Design Report in accordance with the requirements of 62-555.520, FAC. The report will include 30% design drawings, and a preliminary opinion of probable construction cost. Halff will submit a draft report and conduct a review meeting with the Town. Comments received will be incorporated into the final Preliminary Design Report.

Design drawings and specifications will be developed in accordance with Florida Department of Environmental Protection regulations. Specifications will be prepared in the 16 Division CSI format, and Halff will prepare front end Division 0 bid documents. Progress submittals will be provided at the 60%, 90%, and 100% design milestones, including an opinion of probable construction cost.

**FEE: \$97,500.00**

### **PHASE 1200 Structural Engineering Design**

Halff will subcontract with Wekiva Engineering, LLC to prepare engineering drawings for the structural design of the generator slab. Design progress submittals will be provided at the 60%, 90%, and 100% design milestones, including an opinion of probable construction cost. Specifications will be prepared in the 16 Division CSI format.

**FEE: \$2,915.00**

### **PHASE 1300 Electrical and Instrumentation & Controls Design**

Halff will subcontract with Bailey Engineering Consultants, Inc. to prepare engineering drawings for the electrical and instrumentation and controls aspects of the water treatment plant design. This task includes design related to the well pumps, high service pumps, chlorination system, and site lighting. A generator with a diesel fuel tank to provide a redundant source of power will be included in the design. The instrumentation system design will be based on the Town's existing VTSCADA system with PLC controls. Design progress submittals will be provided at the 60%, 90%, and 100% design milestones, including an opinion of probable construction cost.

**FEE: \$112,200.00**

### **PHASE 1400 Permitting**

Halff will prepare applications and make submittal for the following permits anticipated to be required for the construction of the project:

- Town of Howey-in-the-Hills Site Plan Permit
- FDEP Environmental Resources Permit
- FDEP Specific Permit to Construct PWS Components
- FDOT Drainage Connection Permit (Exemption Request)
- FDOT Right of Way Utilization Permit
- Lake County Right of Way Utilization Permit
- Lake County Driveway Connection Permit
- Lake County Department of Health Septic Tank Permit

Halff will conduct pre-application meetings, attend Development Review Committee Meetings, and respond to requests for additional information as required during the permitting process.

**FEE: \$58,946.00**

### **PHASE 1500 Bidding Services**

Halff will provide the following services during bidding:

- Attend and conduct the pre-bid meeting, and compile and distribute meeting notes.
- Prepare addenda and responses to questions received from bidders.
- Review bids, prepare the bid tabulation, and make recommendation of award of the construction contract.
- Prepare conformed documents.

**FEE: \$14,105.00**

### **PHASE 1600 Construction Administration**

Halff and our subconsultants will provide construction administration services including:

- Attend and conduct the pre-construction meeting, and compile and distribute meeting notes.
- Attend and conduct monthly construction progress meetings, and compile and distribute meeting notes.
- Review shop drawing submittals.
- Respond to requests for information (RFIs).
- Review change order requests.
- Observe construction progress weekly.
- Prepare a project punch list and verify its completion.
- Certify substantial and final completion.
- Review Contractor Applications for Payment

**FEE: \$156,624.00**

### **PHASE 1700 Project Management**

Halff will prepare monthly progress reports, including data needs, pending decisions, activities completed in the prior month, activities planned for the upcoming month, and an updated project schedule. Halff will meet with the Town monthly to review the progress reports and overall status of the project. Internal quality assurance and quality control activities for the water treatment plant design, invoicing, and project management are also included in this Task.

**FEE: \$42,680.00**

### **PHASE 1800 WTP Alternative No. 1: Sulfuric Acid System**

Adjustment of the pH of the raw water from the wells will be required if total sulfide concentrations exceed 0.3 mg/L, and pH exceeds 7.2. If required by the raw water quality from the wells, a sulfuric acid storage and feed system will be incorporated into the water treatment plant design. The sulfuric acid storage and feed system will consist of a tank or tanks for storage of bulk sulfuric acid, a concrete secondary containment structure, duplex chemical metering pump skid, and associated electrical and control improvements.

Halff will incorporate the sulfuric acid storage and feed system into the Preliminary Design Report prepared under Phase 1100. Design drawings and specifications for the sulfuric acid storage and feed system will be incorporated into the 60%, 90%, and 100% design submittals, and the associated opinions of probable construction cost.

**FEE: \$16,890.00**

### **PHASE 1900 WTP Alternative No. 2: Packed Tower Aeration & Odor Control**

Forced draft aeration will be required if total sulfide concentrations in the raw water from the wells exceeds 0.6 mg/L. The forced draft aeration system will release large quantities of hydrogen sulfide into the air, requiring an associated odor control system. If required by the raw water quality from the wells, a packed tower aeration and odor control system will be incorporated into the water treatment plant design. The system will include a packed tower aerator, blower, odor control system, and associated duct work, and a concrete clearwell with vertical turbine transfer pumps.

Halff will incorporate the packed tower aeration and odor control system into the Preliminary Design Report prepared under Phase 1100. Design drawings and specifications for the packed tower aeration and odor control system will be incorporated into the 60%, 90%, and 100% design submittals, and the associated opinions of probable construction cost.

**FEE: \$33,740.00**

### **PHASE 2000 WTP Alternative No. 3: Iron Filtration**

Iron filtration will be required if iron concentrations in the raw water from the wells exceeds 0.3 mg/L. If required by the raw water quality from the wells, an iron filtration system will be incorporated into the water treatment plant design. The system will include a pre-filter chlorine feed system and iron filtration units located on a concrete slab. Modifications to the septic tank and drain field design will also be required to accommodate backwash from the iron filtration system.

Halff will incorporate the iron filtration system into the Preliminary Design Report prepared under Phase 1100. Design drawings and specifications for the iron filtration system will be incorporated into the 60%, 90%, and 100% design submittals, and the associated opinions of probable construction cost.

**FEE: \$28,660.00**

### **PHASE 9999 Reimbursables**

Costs for reimbursables, including printing, copying, blueprints, binding, FedEx, etc., shall be billed per Exhibit A Section II Compensation. Reimbursables for mileage will not be charged to the Town.

**FEE: \$12,000.00**

#### **Exclusions:**

This proposal does not include the following:

- Ornamental landscaping or additional plantings beyond code minimum requirements.
- LEED design of the operations building or other structures.
- Permitting for the incidental take or relocation of any listed species of flora or fauna, including gopher tortoises.
- Recording of historical resources discovered on the site during the Cultural Resources Assessment.
- Design of turn lanes or other improvements to County Road 48.
- Permit fees are not included in this proposal and shall be paid by the Town.

#### **Deliverables:**

Halff will provide the following deliverables as part of this project:

- Draft Potable Water Master Plan Update
- Final Potable Water Master Plan Update
- Boundary & Topographic Survey
- Phase I Environmental Assessment Report
- Cultural Resources Assessment Survey Report

- Environmental Site Assessment Report
- Sand Skink Cover Board Survey Summary Report
- Geotechnical Engineering Report
- Draft Preliminary Design Report
- Final Preliminary Design Report
- 60% Design Drawings, Specifications, and Opinion of Probable Construction Cost
- 90% Design Drawings, Specifications, and Opinion of Probable Construction Cost
- 100% Design Drawings, Specifications, and Opinion of Probable Construction Cost
- Town of Howey-in-the-Hills Permit Application
- FDEP Environmental Resources Permit Application
- FDEP Specific Permit to Construct PWS Components Application
- FDOT Drainage Connection Permit Application
- FDOT Right of Way Utilization Permit Application
- Lake County Right of Way Utilization Permit Application
- Lake County Driveway Connection Permit Application
- Lake County Department of Health Septic Tank Permit Application
- Bid Tabulation and Recommendation of Award

Halff will provide two hard copies and one electronic copy of all deliverables. Final documents will be signed and sealed as appropriate.

**Schedule:**

The time period for the performance of Halff's services for design and permitting will be 270 days from the issuance of a Notice to Proceed (NTP) by the Town. Time periods for performance of individual tasks are as follows:

- Hydraulic Analysis & Master Plan Update: 60 days from NTP
- Subsurface Utility Location: 60 days from NTP
- Topographic & Boundary Surveying: 150 days from NTP
- Phase I Environmental Assessment: 60 days from NTP
- Cultural Resources Assessment Survey: 60 days from NTP
- Environmental Site Assessment: 90 days from NTP
- Sand Skink Coverboard Survey: 150 days from NTP
- Geotechnical Evaluation: 90 days from NTP
- Draft Preliminary Design Report & 30% Design: 120 days from NTP
- Final Preliminary Design Report & 30% Design: 14 days from receipt of comments
- 60% Design Documents: 60 days from Final PDR
- 90% Design Documents: 60 days from receipt of comments
- 100% Design Documents: 30 days from receipt of comments
- Permitting: 270 days from NTP

This schedule assumes that water quality data for the first well is available within six weeks of the Notice to Proceed, that water quality for both wells is available within six months of Notice to Proceed, and that review meetings will be held with fourteen days of each submittal. A detailed schedule is presented in Exhibit B.

**Compensation and Invoicing:**

Compensation for the professional services described in this proposal will be \$729,152.00 billed on a monthly basis in proportion to percentage of completion as follows:

- Phases 100 through 1700 (Base Price): Lump sum amount of \$637,862.00.
- Phases 1800 through 2000: Lump sum amount of \$79,290.00 as authorized in advance by the Town.

- Phase 2100: Maximum amount of \$12,000.00 billed in accordance with Exhibit A Section II Compensation.

A detailed breakdown of the proposed fee is presented in Exhibit C.



**EXHIBIT A**  
**STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
**TOWN OF HOWEY-IN-THE-HILLS (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)**

**I. SCOPE.** Halff Associates, Inc. ("Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by both Engineer and Client (each a "Party" and, collectively, the "Parties"), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard Form of Agreement (referred to jointly as "Agreement"), when executed by **Town of Howey-in-the-Hills** ("Client"), shall constitute a binding Agreement on both Parties. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

**II. COMPENSATION.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%).

**III. RESPONSIBILITY.** Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Engineer agrees to follow the normal and customary standard practices of the engineering profession to make findings, provide opinions (including opinions of probable costs of construction), make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification, and Engineer shall not be required to provide any certification, assignment, or warranty of its work, but upon request and for a separate mutually agreed fee and fully executed contract amendment and at Engineer's sole discretion, Engineer may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by Client or by other individuals or firms employed by Client shall not relieve Client or those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any site visits, resident engineering or, if specifically required in the applicable Scope of Services, inspection services provided or performed by Engineer shall be for the sole and exclusive purpose of reviewing the general compliance of such activities with respect to the technical provisions of the project specifications and such services by Engineer shall not constitute any form of guarantee with respect to the performance of any contractor. Engineer does not assume responsibility for means, methods or appliances used by a contractor, for safety conditions, or for compliance by contractors with applicable laws, rules, and regulations.

Neither the professional activities of Engineer, nor the presence of Engineer or its employees and subconsultants at a construction/project site, shall impose any duty on Engineer, nor relieve the contractor or others of its/their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any applicable health or safety precautions required by any applicable regulatory agencies. Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the contractor or others shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in Client's contract(s) with others. Client also agrees that Client, Engineer, and Engineer's subconsultants shall be made additional insureds under the contractor's and other policies of general liability insurance.

Engineer's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs, prepared by Engineer, represent Engineer's judgment as a design professional. Client and Owner understand and agree that neither Engineer nor Client or Owner has control over the cost of labor, materials, or equipment; the contractor's methods of calculating and estimating bid prices; or competitive bidding, market,

or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or from any other estimate or evaluation, prepared or agreed to by Engineer.

Any service(s) not listed in Engineer's Scope of Services will be considered Additional Services. All Additional Services, when requested, shall be authorized in writing by Client prior to Engineer proceeding with any work.

**IV. SCOPE OF CLIENT SERVICES.** Client shall furnish, at Client's expense, all required and reasonable information, requirements, reports, data, access, surveys, and instructions required by this Agreement. Engineer may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

**V. OWNERSHIP OF DOCUMENTS.** Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Client agrees to indemnify Engineer, Engineer's subconsultants and independent associates for all damages, liability or cost arising from such reuse. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

**VI. INSURANCE.** Engineer agrees to maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremens' and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- E. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.

**VII. SUBCONTRACTS.** Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.

**VIII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

**IX. INTEGRATION.** This Standard Form of Agreement and the Scope of Services, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding

shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties.

**X. JURISDICTION AND VENUE.** This Agreement shall be administered under the substantive laws of the State of **Florida** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Lake County, Florida**.

**XI. SUSPENSION OF SERVICES.** If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, Engineer may, at its option, terminate this Agreement upon giving notice in writing to Client. Further, Engineer may request that the work be suspended by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the work. If Client fails to make timely payments to Engineer or is otherwise in breach of this Agreement, Engineer may suspend performance of services upon five (5) calendar days' notice to Client. Engineer shall have no liability to Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

**XII. TERMINATION OF WORK.** Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

**XIII. TAXES.** The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subconsultants for taxes paid or assessed in association with the work under this Agreement, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

**XIV. ALTERNATIVE DISPUTE RESOLUTION.** Any conflicts or disputes that arise under or through this Agreement or that may exist following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meeting shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement.

**XV. MERGER AND SEVERABILITY.** This Agreement constitutes, represents, and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XVI. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**XVII. TIMELINESS OF PERFORMANCE.** Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XVIII. PROJECT ENHANCEMENT/BETTERMENT.** IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

**XIX. AGREED REMEDIES.**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.**

**C. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.**

**D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.**

**E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.**

## **XX. MISCELLANEOUS PROVISIONS**

**A.** Changed conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to Engineer are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks, or other material terms of this Agreement, Engineer may call for renegotiation of appropriate portions of this Agreement. Engineer shall notify Client of the changed conditions necessitating renegotiation, and Engineer and Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the Parties agree that either Party has the absolute right to terminate this Agreement in accordance with the termination provisions herein.

**B.** Changes in the work: If during the term of this Agreement, Engineer shall prepare Change Orders and Construction Change Directives for Client's approval and execution in accordance with the Contract Documents and may authorize minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents. Preparing Change Orders and Construction Change Directives that require evaluation of contractor's proposals and supporting data, or the preparation or revision of Instruments of Service shall be considered as Additional Services, and Client will pay Engineer for these services in accordance with the Additional Services provisions of this Agreement.

**C.** Construction observation: If included in the Scope of Services of this Agreement, Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by Client and Engineer, in order to observe the progress and quality of the work completed by the contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Engineer to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Based on this general observation, Engineer shall keep Client informed about the progress of the work and shall advise Client about observed deficiencies in the work.

If Client desires more extensive project observation or full-time project representation, Client shall request that such services be provided by Engineer as Additional Services in accordance with the terms of this Agreement.

Engineer shall not supervise, direct, or have control over the contractor's work nor have authority over any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the project. These rights and responsibilities are solely those of the contractor in accordance with contractor's contract with Client.

Engineer shall not be responsible for any acts or omissions of the contractor, any subcontractor, any entity performing any portions of the work or any agents or employees of any of them or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of Engineer.

Engineer does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contractor's contract with Client or any applicable laws, codes, rules, or regulations.

**D.** Design without construction observation: Unless Construction Observation is specifically noted in Engineer's Scope of Services, it is understood and agreed that Engineer's services do NOT include Construction Observation nor review of the contractor's performance or any other construction phase services, and that such services will be provided by Client. As such, Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation, and Client

waives any claims against Engineer that may be in any way connected thereto, including claims resulting from unauthorized modifications to the construction plans and construction errors or omissions.

**E.** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, and subconsultants (collectively, Engineer) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or other modifications made to the Contract Documents to reflect changed field or other conditions.

**XXI. ATTORNEY'S FEES.** In the event that any suit or action is instituted to enforce any provision in this Agreement, the substantially prevailing Party in such dispute shall be entitled to recover from the other Party all fees, costs, and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs, and expenses of appeals.

**XXII. WAIVER.** Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**APPROVED:**  
Engineer: **HALFF ASSOCIATES, INC.**

**APPROVED:**  
Client: **TOWN OF HOWEY-IN-THE-HILLS**

Signature: 

Signature: \_\_\_\_\_

Name: Robert A. Ern, Jr., PE, DBIA

Name: \_\_\_\_\_

Title: Water/Wastewater Deputy Practice Leader

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

Date: November 20, 2023

Date: \_\_\_\_\_

ID	Task Name	Duration	Start	Finish	2024												2025					20													
					4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter		3rd Quarter		4th Quarter		1st Quarter						
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1	Well No. 1 Drilling & Water Quality	90 days	Mon 10/2/23	Fri 2/2/24	[Gantt bar from Sep 2023 to Feb 2024]																														
2	Well No. 2 Drilling & Water Quality	90 days	Mon 2/5/24	Fri 6/7/24	[Gantt bar from Feb 2024 to Jun 2024]																														
3	Town Council Approval & Notice to Proceed	0 days	Mon 12/11/23	Mon 12/11/23	[Milestone diamond at Dec 11, 2023]																														
4	Hydraulic Analysis & Master Plan Update	39 days	Mon 12/11/23	Thu 2/1/24	[Gantt bar from Dec 11, 2023 to Feb 1, 2024]																														
5	Subsurface Utility Location	15 days	Mon 1/15/24	Fri 2/2/24	[Gantt bar from Jan 15, 2024 to Feb 2, 2024]																														
6	Topographic & Boundary Surveying	75 days	Mon 1/1/24	Fri 4/12/24	[Gantt bar from Jan 1, 2024 to Apr 12, 2024]																														
7	Phase I Environmental Assessment	15 days	Mon 1/1/24	Fri 1/19/24	[Gantt bar from Jan 1, 2024 to Jan 19, 2024]																														
8	Cultural Resources Assessment Survey	10 days	Mon 1/8/24	Fri 1/19/24	[Gantt bar from Jan 8, 2024 to Jan 19, 2024]																														
9	Environmental Site Assessment	20 days	Fri 1/26/24	Thu 2/22/24	[Gantt bar from Jan 26, 2024 to Feb 22, 2024]																														
10	Sand Skink Coverboard Survey	21 days	Mon 3/4/24	Mon 4/1/24	[Gantt bar from Mar 4, 2024 to Apr 1, 2024]																														
11	Geotechnical Evaluation	25 days	Fri 1/19/24	Thu 2/22/24	[Gantt bar from Jan 19, 2024 to Feb 22, 2024]																														
12	Draft Preliminary Design Report & 30% Submittal	45 days	Mon 1/15/24	Fri 3/15/24	[Gantt bar from Jan 15, 2024 to Mar 15, 2024]																														
13	Town Review of Draft PDR & 30% Submittal	10 days	Mon 3/18/24	Fri 3/29/24	[Gantt bar from Mar 18, 2024 to Mar 29, 2024]																														
14	Finalize Preliminary Design Report	5 days	Mon 4/1/24	Fri 4/5/24	[Gantt bar from Apr 1, 2024 to Apr 5, 2024]																														
15	60% Design Development	45 days	Mon 4/1/24	Fri 5/31/24	[Gantt bar from Apr 1, 2024 to May 31, 2024]																														
16	Town Review of 60% Design	10 days	Mon 6/3/24	Fri 6/14/24	[Gantt bar from Jun 3, 2024 to Jun 14, 2024]																														
17	90% Design Development	30 days	Mon 6/17/24	Fri 7/26/24	[Gantt bar from Jun 17, 2024 to Jul 26, 2024]																														
18	Town Review of 90% Design	10 days	Mon 7/29/24	Fri 8/9/24	[Gantt bar from Jul 29, 2024 to Aug 9, 2024]																														
19	100% Design Development	15 days	Mon 8/12/24	Fri 8/30/24	[Gantt bar from Aug 12, 2024 to Aug 30, 2024]																														
20	Bid Documents Completed	0 days	Fri 8/30/24	Fri 8/30/24	[Milestone diamond at Aug 30, 2024]																														
21	Town of Howey-in-the-Hills Permitting	45 days	Mon 5/6/24	Fri 7/5/24	[Gantt bar from May 6, 2024 to Jul 5, 2024]																														
22	FDEP Environmental Resources Permit	60 days	Mon 4/8/24	Fri 6/28/24	[Gantt bar from Apr 8, 2024 to Jun 28, 2024]																														
23	FDEP Specific Permit to Construct PWS Components	60 days	Mon 6/10/24	Fri 8/30/24	[Gantt bar from Jun 10, 2024 to Aug 30, 2024]																														
24	FDOT Drainage Connection Permit	25 days	Mon 7/29/24	Fri 8/30/24	[Gantt bar from Jul 29, 2024 to Aug 30, 2024]																														
25	FDOT Right of Way Utilization Permit	25 days	Mon 7/29/24	Fri 8/30/24	[Gantt bar from Jul 29, 2024 to Aug 30, 2024]																														
26	Lake County Right of Way Permit	25 days	Mon 7/29/24	Fri 8/30/24	[Gantt bar from Jul 29, 2024 to Aug 30, 2024]																														
27	Lake County Driveway Connection Permit	25 days	Mon 7/8/24	Fri 8/9/24	[Gantt bar from Jul 8, 2024 to Aug 9, 2024]																														
28	Lake County Department of Health Septic Tank Permit	45 days	Mon 4/15/24	Fri 6/14/24	[Gantt bar from Apr 15, 2024 to Jun 14, 2024]																														
29	Bid Advertisement	0 days	Fri 9/13/24	Fri 9/13/24	[Milestone diamond at Sep 13, 2024]																														
30	Bid Period	30 days	Fri 9/13/24	Thu 10/24/24	[Gantt bar from Sep 13, 2024 to Oct 24, 2024]																														
31	Review of Bids	10 days	Fri 10/25/24	Thu 11/7/24	[Gantt bar from Oct 25, 2024 to Nov 7, 2024]																														
32	Award of Construction Contract	0 days	Thu 12/5/24	Thu 12/5/24	[Milestone diamond at Dec 5, 2024]																														
33	Construction Notice to Proceed	0 days	Wed 12/11/24	Wed 12/11/24	[Milestone diamond at Dec 11, 2024]																														
34	Construction	263 days	Wed 12/11/24	Fri 12/12/25	[Gantt bar from Dec 11, 2024 to Dec 12, 2025]																														
35	Construction - Substantial Completion	0 days	Fri 12/12/25	Fri 12/12/25	[Milestone diamond at Dec 12, 2025]																														
36	Construction - Final Completion	30 days	Fri 12/12/25	Thu 1/22/26	[Gantt bar from Dec 12, 2025 to Jan 22, 2026]																														
37	Project Complete	1 day	Fri 1/23/26	Fri 1/23/26	[Milestone diamond at Jan 23, 2026]																														

Project: Howey-in-the-Hills WT  
Date: Fri 10/27/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Exhibit C: Fee Estimate Breakdown

PHASE	Engineer V	Engineer III	Engineer I	Office Tech V	Office Tech III	Administrative III	Landscape Architect III	Scientist III	Surveyor IV	2-Man Survey Crew	Sub Consultant \$	Staff Hours By Activity	Total Task Fee
	\$270.00	\$190.00	\$125.00	\$165.00	\$100.00	\$95.00	\$145.00	\$160.00	\$195.00	\$190.00			
Phase 100: Hydraulic Analysis and Master Plan Update	8	24	80		24	8						144	\$19,880.00
Phase 200: Subsurface Utility Location											\$3,108.00	0	\$3,108.00
Phase 300: Topographic and Boundary Surveying				80					40	50		170	\$30,500.00
Phase 400: Phase I Environmental Assessment											\$2,640.00	0	\$2,640.00
Phase 500: Cultural Resources Assessment Survey											\$2,970.00	0	\$2,970.00
Phase 600: Environmental Site Evaluation					2	4		20				26	\$3,780.00
Phase 610: Sand Skink Coverboard Survey					4	8		80				92	\$13,960.00
Phase 700: Geotechnical Evaluation											\$18,894.00	0	\$18,894.00
Phase 800: Civil Site Design	16	32	40	20	60	16						184	\$26,220.00
Phase 900: Landscape Architecture						8	48					56	\$7,720.00
Phase 1000: Architecture Design											\$15,620.00	0	\$15,620.00
Phase 1010: Mechanical, Electrical, and Plumbing Design											\$14,740.00	0	\$14,740.00
Phase 1100: WTP Process Design	40	120	200	80	200	60						700	\$97,500.00
Phase 1200: Structural Engineering Design											\$2,915.00	0	\$2,915.00
Phase 1300: Electrical and Instrumentation & Controls Design											\$112,200.00	0	\$112,200.00
Phase 1400: Permitting	8					16						24	\$3,680.00
Phase 1410: Town of Howey-in-the-Hills Permit	4	12	12			4						32	\$5,240.00
Phase 1420: FDEP Environmental Resources Permit	4	48	24	24		4						104	\$17,540.00
Phase 1430: FDEP Specific Permit to Construct PWS Components	4	20	8			4						36	\$6,260.00
Phase 1440: FDOT Drainage Connection Permit	2	8				4						14	\$2,440.00
Phase 1450: FDOT Right of Way Utilization Permit	2	12	24			4						42	\$6,200.00
Phase 1460: Lake County Right of Way Utilization Permit	2	8	8			2						20	\$3,250.00
Phase 1470: Lake County Driveway Connection Permit	2	20	12			2						36	\$6,030.00
Phase 1480: Lake County Department of Health Septic Tank Permit											\$1,166.00	0	\$1,166.00
Phase 1500: Bidding Services	4	8	16	4		8						40	\$6,020.00
Phase 1510: Architectural Bidding Services											\$2,200.00	0	\$2,200.00
Phase 1520: Structural Bidding Services											\$935.00	0	\$935.00
Phase 1530: Electrical and I&C Bidding Services											\$4,950.00	0	\$4,950.00
Phase 1600: Construction Administration	40	80	160			60						340	\$51,700.00
Phase 1610: Architectural Construction Administration											\$9,350.00	0	\$9,350.00
Phase 1620: Structural Construction Administration											\$5,500.00	0	\$5,500.00
Phase 1630: Electrical and I&C Construction Administration											\$90,074.00	0	\$90,074.00
Phase 1700: Project Management	144					40						184	\$42,680.00
Phase 9999: Reimbursables												0	\$12,000.00
<b>Base Staff Hours</b>	<b>280</b>	<b>392</b>	<b>584</b>	<b>208</b>	<b>290</b>	<b>252</b>	<b>48</b>	<b>100</b>	<b>40</b>	<b>50</b>		<b>2,244</b>	
<b>Base Staff Cost</b>	<b>\$75,600.00</b>	<b>\$74,480.00</b>	<b>\$73,000.00</b>	<b>\$34,320.00</b>	<b>\$29,000.00</b>	<b>\$23,940.00</b>	<b>\$6,960.00</b>	<b>\$16,000.00</b>	<b>\$7,800.00</b>	<b>\$9,500.00</b>	<b>\$287,262.00</b>		<b>\$649,862.00</b>
<b>Alternatives</b>													
Phase 1800: WTP Alternative 1: Sulfuric Acid System	2	8	16	4	48							78	\$9,520.00
Phase 1810: WTP Alt 1: Structural Engineering											\$3,520.00	0	\$3,520.00
Phase 1820 WTP Alt 1: Electrical & I&C Engineering											\$3,850.00	0	\$3,850.00
Phase 1900: WTP Alternative 2: Packed Tower Aeration & Odor Control	2	16	40	8	80							146	\$17,900.00
Phase 1910: WTP Alt 2: Structural Engineering											\$9,900.00	0	\$9,900.00
Phase 1920 WTP Alt 2: Electrical & I&C Engineering											\$5,940.00	0	\$5,940.00
Phase 2000: WTP Alternative 3: Iron Filtration	2	8	24	4	60							98	\$11,720.00
Phase 2010: WTP Alt 3: Structural Engineering											\$2,200.00	0	\$2,200.00
Phase 2020 WTP Alt 3: Electrical & I&C Engineering											\$14,740.00	0	\$14,740.00
<b>Alternative Staff Hours</b>	<b>6</b>	<b>32</b>	<b>80</b>	<b>16</b>	<b>188</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>322</b>	
<b>Alternative Staff Cost</b>	<b>\$1,620.00</b>	<b>\$6,080.00</b>	<b>\$10,000.00</b>	<b>\$2,640.00</b>	<b>\$18,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,150.00</b>		<b>\$79,290.00</b>
<b>Total Staff Hours</b>	<b>286</b>	<b>424</b>	<b>664</b>	<b>224</b>	<b>478</b>	<b>252</b>	<b>48</b>	<b>100</b>	<b>40</b>	<b>50</b>		<b>2,566</b>	
<b>Total Staff Cost</b>	<b>\$77,220.00</b>	<b>\$80,560.00</b>	<b>\$83,000.00</b>	<b>\$36,960.00</b>	<b>\$47,800.00</b>	<b>\$23,940.00</b>	<b>\$6,960.00</b>	<b>\$16,000.00</b>	<b>\$7,800.00</b>	<b>\$9,500.00</b>	<b>\$327,412.00</b>		<b>\$729,152.00</b>



## EXHIBIT D

### Subproposals for Town of Howey-in-the-Hills Water Treatment Plant No.3



Wekiva Project Number: 23-326

October 11, 2023

Mr. Michael Scullion, P.E.  
Halff Associates, Inc.  
902 North Sinclair  
Tavares, FL 32778

Re: Proposal for Structural Engineering Services  
Howey-In-The Hills WTP  
Howey-In-The-Hills, Florida

Dear Mr. Scullion,

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Halff Associates, Inc. (Halff) for the above referenced project. It is our understanding that the project will entail the design of a new water treatment facility.

1. Generator Foundation: Slab-on-grade to accommodate the generator loading.
2. Sulfuric Acid Containment Structure: Cast-in-place concrete containment structure assumed to be 20ftx20ft in plan view with a containment wall. The structure will be covered with a pre-engineered metal canopy.
3. Aerator Structure: Below grade Cast-in-place concrete structure that will have a top slab with various openings. Assumed to be 18ftx26ft in plan view.
4. Odor Control Structure: Cast-in-place concrete basin that is approximately 43ftx52ft in plan view.
5. Slab for Iron Filters: Slab-on-grade to accommodate the proposed Iron Filters.
6. Miscellaneous stairs and platforms.

### SCOPE OF SERVICES

Wekiva proposes the following work tasks:

Task 1: Preliminary Design: Wekiva will provide structural assistance during the preliminary design phase of the Project as needed. Wekiva will provide preliminary loading and recommendations for the geotechnical investigation as well as review of the geotechnical report.

Task 2: Generator Foundation: Prepare Drawings and Specifications (60%, 90%, 100%): Wekiva staff will prepare drawings and specifications for the design noted above. It is expected that there will be approximately 2 drawings along with standard division 3 specifications. Wekiva will attend design review meetings after each submittal milestone.

Task 3: Sulfuric Acid Containment Structure with Metal Canopy: Prepare Drawings and Specifications (60%, 90%, 100%,): Wekiva staff will prepare drawings and specifications for the design noted above. It is expected that there will be approximately 4 drawings along with standard division 3, 5 and 13 specifications. Wekiva will attend design review meetings after each submittal milestone.

Task 4: Aerator Structure and Odor Control Structure: Prepare Drawings and Specifications (60%, 90%, 100%): Wekiva staff will prepare drawings and specifications for the design noted above. It is expected that there will be approximately 6 drawings along with standard division 3 and 5 specifications. Wekiva will attend design review meetings after each submittal milestone.

*Task 5: Foundation for Iron Filters: Prepare Drawings and Specifications (60%, 90%, 100%):* Wekiva staff will prepare drawings and specifications for the design noted above. It is expected that there will be approximately 1 drawing along with standard division 3 specifications. Wekiva will attend design review meetings after each submittal milestone.

*Task 6: Services During Bidding:* Wekiva staff will assist Halfp by answering Contractor's questions that arise during the bidding phase. We will prepare responses to be included in addendum if necessary. Wekiva staff will also prepare conformed drawings.

**COST AND SCHEDULE**

Wekiva proposes to undertake the work described above on a lump sum fixed fee basis for a price of **\$17,700**. The following is a breakdown of fee per task:

• Task 1	\$850
• Task 2	\$1,800
• Task 3	\$3,200
• Task 4	\$9,000
• Task 5	\$2,000
• <u>Task 6</u>	<u>\$850</u>
• <b>Total</b>	<b>\$17,700</b>

**TERMS AND CONDITIONS**

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to Halfp and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,



David S. Morris, P.E.  
Member / Principal

**Note: We estimated the construction admin fee as it was not included on this proposal.**



**ARCHAEOLOGICAL CONSULTANTS INC.**  
*Florida's First Choice in Cultural Resource Management*

09/28/2023

Mr. Michael Scullion  
Team Leader  
Halff

**Cultural Resources Assessment Survey Proposal: ± 3.6 Acre WTP3 in Lake County, Florida**

Dear Mr. Scullion:

In response to your request for a Cultural Resource Assessment Survey (CRAS) of the ±3.6 Acre WTP3 (**see attached figure**) in Lake County, Archaeological Consultants, Inc. (ACI) is pleased to provide the following information.

ACI is familiar with Lake County's history and prehistory as well as state and federal requirements for archaeological surveys which should conform to the specifications set forth in Chapter 1A-46, Florida Administrative Code (FAC). In addition, our senior archaeologists are Registered Professional Archaeologists (RPA) and our entire staff of historians and archaeologists meet the Secretary of the Interior's Standards for professionals working in the field of historic preservation.

Based on a review of the information provided, moderate to low archaeological potential, and CRAS reports in the area, the cost for ACI's services is \$2,700. This will include background research, field survey, travel, (2 days with a 2-person field crew) and a CRAS Report complying with the Florida Division of Historic Resources' (FDHR) *Module Three, Guidelines for Use by Historic Preservation Professionals*. However, if any historic resources (50 years of age or older) are located on the property, there is an additional fee of \$450 per historic resource, as the FDHR requires the historic resources (e.g., buildings, roads, canals) to be recorded in the CRAS report (Chapter 1A-46 FAC), none anticipated. Finally, these costs do not include responding to comments which may be generated by Native American reviewers as part of the review process. Such comments would be addressed under a separate agreement, as necessary. If human remains are identified, this scope includes the initial coordination with the State Archaeologist required by Chapter 872, F.S. Costs for additional investigation or coordination will be negotiated, as needed.

If ACI is selected for this job, we will initiate the project within 15 working days, after receiving this original signed letter agreement accepting our costs and timetable. Within 5 working days after completion of field work, a draft report and an invoice will be provided. After ACI addresses comments and receives payment in full, we will provide an electronic copy of the final report and, if needed, three hard copies. ACI shall be compensated for all services within 30 days of the invoice date. ACI shall be paid in full regardless of whether or not the results of the CRAS are what Halff anticipated. If a decision is made to discontinue the CRAS at any point, only charges for efforts to that point will be invoiced.

These costs reflect current hotel rates and gas prices in the project area, as well as travel times and seasonal weather considerations. These costs and timeline are valid for 90 days, after that time cost and timeline would have to be reviewed and confirmed or adjusted. Any changes to the project boundary would also result in cost and timeline review/ adjustment, or a supplemental agreement. Unless otherwise requested, the client will be responsible for the coordination of site access, land clearing, traffic control, clearing of on-site obstructions, or any other logistical consideration necessary to conduct the survey.

**A FULL SERVICE  
CULTURAL  
RESOURCE  
MANAGEMENT  
COMPANY**

**ARCHAEOLOGICAL  
SURVEYS AND  
EXCAVATIONS**

**HISTORIC  
BUILDING  
SURVEYS AND  
EVALUATIONS**

**CULTURAL  
RESOURCE  
ASSESSMENTS**

**NATIONAL  
REGISTER  
NOMIINATIONS**

**PRESERVATION  
PLANNING**

**BIO-  
ARCHAEOLOGY,  
FORENSIC  
ANTHROPOLOGY,  
AND NAGPRA  
COMPLIANCE**

**A MEMBER OF  
ACRA**  
American Cultural Resources Association



**ARCHAEOLOGICAL CONSULTANTS INC.**  
*Florida's First Choice in Cultural Resource Management*

**Additional Terms and Conditions:**

**Additional Insured:** If requested, Halff will be named as an additional insured with respect to the services to be performed under this agreement.

**Confidentiality:** ACI shall not directly or indirectly disclose to any third person or party information regarding the results of the CRAS prior to obtaining written permission from Halff.

**Agreement:** This agreement represents the entire agreement between the parties and may only be modified in writing signed by both parties.

**Governing Law:** This agreement shall be deemed to have been made in the place of performance of the Cultural Resource Services and shall be governed by and construed in accordance with the laws of the State of Florida. Any controversy or claim arising out of this agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Indemnity:** ACI agrees to indemnify, protect, and hold harmless Halff from and against all liabilities, claims, or demands of every kind of injury, including death, or damages to any person or property related in any way to ACI's performance of this agreement, except to the extent such liabilities, claims, or demands are caused by the negligence or willful misconduct of Halff.

If the terms of this agreement are acceptable to the party responsible for payment **and the property is correctly depicted on the attached figure**, please sign and date this letter and return a signed copy to ACI. If Halff wishes to provide a contract reflecting our costs and schedule, there is an additional fee of \$350 for contract review. ACI's insurance coverage is attached for your use. ACI will initiate the project after the agreement has been fully executed by both parties.

Sincerely,

**Party Responsible for Payment:** \_\_\_\_\_

Signed: \_\_\_\_\_

Maranda Almy Kles, PhD, RPA  
Vice President

Typed Name: \_\_\_\_\_

Attachment: ACI Insurance Coverage  
B23395/MAK/cf

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_





September 28, 2023

**To:** **Halff Associates, Inc.**  
902 North Sinclair Avenue  
Tavares, Florida 32778

**Attention: Mr. Michael Scullion, P.E.**

**Subject:** **Proposal**, Geotechnical Investigation, Town of Howey-in-the-Hills, Florida, Water Treatment Plant #3, Ground Storage Tanks and Related Structures, Howey-in-the Hills, Lake County, Florida

Dear Mr. Scullion:

As requested, Andreyev Engineering, Inc. (AEI) is pleased to submit this proposal to provide geotechnical engineering services for the above referenced project. This proposal presents a scope of services, cost estimate and anticipated schedule to carry out our geotechnical study.

We understand that Howey-in-the-Hills WTP #3 will be constructed at the junction of SR 19 and CR 48, next to the existing WTP #2 in the town of Howey-in-the-Hills, Lake County, Florida. The purpose of the geotechnical investigation and evaluation will be to assess the subsoil and groundwater conditions at the proposed locations of the two 75 feet diameter ground storage tanks (GST #2 and GST #3) and Water Treatment Plant related structures (office building, generator building and pump building), and provide recommendations for the design of the foundation of the proposed tanks and other structures and recommendations of aquifer parameters for the design of the proposed stormwater retention pond.

As suggested by you, we propose to conduct the following scope of investigation:

- Perform four (4) Standard Penetration Test (SPT) borings at each of Ground Storage Tanks, GST #2 and GST #3, (a total of 8 borings) to a depth of 100 feet or 10 feet of SPT refusal in limestone, whichever comes first.
- Perform two (2) Standard Penetration Test borings to a depth of 25 feet at the location of the proposed office building.
- Perform one (1) Standard Penetration Test boring to a depth of 25 feet at the location of the proposed generator building.
- Perform two (2) Standard Penetration Test borings to a depth of 20 feet at the location of the proposed stormwater retention pond.
- Observe groundwater level during drilling and after stabilization.
- Collect two (2) permeability tube samples from a depth of 2 to 3 feet from the pond boring locations and perform two (2) laboratory falling head permeability tests on the samples.
- Perform limited index testing of soils in the laboratory.
- Analyze the field and laboratory data to develop engineering recommendations for shallow foundation design for the proposed ground storage tanks and other WTP related structures.

- Provide aquifer parameters for the recovery analysis of the proposed stormwater retention pond.

The proposed scope of services will be supervised by a geotechnical engineer licensed in the state of Florida. The results of the exploration will be presented in a geotechnical report. This report will provide recommendations for the site preparation and foundation design of the ground storage tanks and other WTP structures and aquifer parameters for stormwater pond design.

### PROJECT SCHEDULE

Based on our present schedule we are prepared to mobilize to begin the field operation on this project within 7 to 10 working days following your authorization to proceed, assuming access permission is obtained. We anticipate the field portion of the study to be completed in three (3) days. Engineering analysis, necessary laboratory work and report preparations should be completed within approximately 15 to 20 working days after the completion of the fieldwork.

### ESTIMATED COSTS

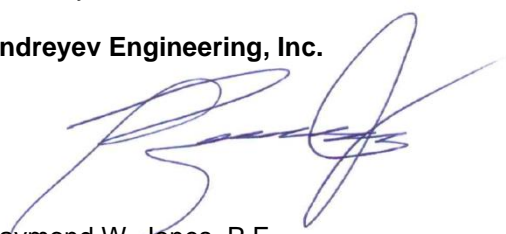
We estimate that we can perform the scope of services for the cost of **\$17,176.00**. In computing the above estimates, we have assumed the site is accessible to our track or truck-mounted drilling rig, that we have the right of entry to the site and that we will not experience delays due to reasons beyond our control. Part of the site is heavily wooded and if ground clearing is needed for rig access to the boring locations, this proposal will be adjusted to include any additional clearing costs at the rate of cost plus 25%. Alternatively, land clearing can be performed by the project owner's representatives, at locations requested by AEI to complete the field study. This cost estimate does not include costs associated with surveying the boring locations and it has been assumed that boring locations will be staked by the project surveyor. Our cost estimate does not include recovery analysis of the stormwater pond.

### CLOSURE

We appreciate the opportunity to be of service to you. Upon acceptance of this proposal, please sign one copy and return to this office.

Sincerely,

**Andreyev Engineering, Inc.**



Raymond W. Jones, P.E.  
Vice president  
Florida License No. 58079

Attachment: Scope of Services and Fee Estimate



Geotechnical Investigation, The Town of Howey-in-the-Hills Water Treatment Plant #3, Howey-in-the-Hills, Lake County, Florida

Total Estimated Fee: \$17,176.00

ACCEPTED BY: (Name) \_\_\_\_\_ (Signature ) \_\_\_\_\_

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

BILLING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ email \_\_\_\_\_

Conditions of Acceptance: The above proposal is acceptable. The proposal constitutes a binding contract between AEI and the Client. It is agreed by the Client and AEI that there are no additional terms, conditions, or agreements with respect to the project, other than the items referenced in this proposal and identified here in these Conditions of Acceptance. Payment shall be due within 30 days after the date of each invoice. For past due invoices, interest shall accrue at 18% per annum (or the highest rate allowable by law). All attorneys' fees and expenses associated with AEI's collection of past due invoices shall be paid by Client. The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. Whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by AEI constitutes acceptance of these Conditions of Acceptance.

**SCOPE OF SERVICES AND FEE ESTIMATE  
 GEOTECHNICAL EXPLORATION/EVALUATION  
 TOWN OF HOWEY-IN-THE HILLS WATER TREATMENT PLANT #3  
 HOWEY-IN-THE HILLS, LAKE COUNTY, FLORIDA**

**FIELD EXPLORATION**

A.	Mobilization of Men and Equipment Lump Sum	\$500.00
B.	Four (4) SPT Borings to 100 feet at Proposed Ground Storage Tank #2 Location 4 borings to 100 feet = 400 lf @ \$13.75/lf	5,500.00
C.	Four (4) SPT Borings to 100 feet at Proposed Ground Storage Tank #3 Location 4 borings to 100 feet = 400 lf @ \$13.75/lf	5,500.00
D.	Two (2) SPT Borings to 25 feet at proposed office building location 2 borings to 25 feet = 50 lf @ @ \$13.75/lf	687.50
E.	One (1) SPT Boring to 25 at generator building location 2 boring to 25 feet = 25 lf @ \$13.75/lf	343.50
F.	Two (2) SPT Borings to 20 feet at proposed stormwater pond location 2 borings to 20 feet = 40 lf @ @ \$13.75/lf	550.00
G.	Install two (2) 1" diameter PVC Pipe Temporary Piezometers for Water Table Observation Lum Sum	300.00
H.	Collect two (2) permeability tube samples from 2 to 3 feet depth near stormwater pond borings 2 samples @\$175.00/sample	350.00
I.	Misc. Drilling Supplies (Sample Jars, etc.)	<u>\$200.00</u>
<b>Subtotal Field Exploration</b>		<b>\$13,931.00</b>

**LABORATORY TESTING SERVICES**

A.	Visual Classification of Soils 2 hours of Senior Geotechnical Technician Time @\$85.00/hour	\$170.00
B.	Perform Limited Laboratory Index Tests (moisture content, -200 and Organic Content) Lump Sum	400.00
C.	Perform Falling Head laboratory permeability tests 2 Permeability Tests @ \$215.00/test	<u>430.00</u>
<b>Subtotal for Laboratory Testing</b>		<b>\$1,000.00</b>

**ENGINEERING AND TECHNICAL SERVICES**

A.	Principal Engineer 2 hours @ \$220.00/hour	\$440.00
B.	Senior Project Engineer 8 hours @ \$180.00/hour	\$1,440.00
C.	Drafting 4 hours @ \$75.00/hour	\$300.00
D.	Secretarial Services 1 hour @ \$65.00/hour	<u>\$65.00</u>
<b>Subtotal for Engineering Services</b>		<b>\$2,245.00</b>
<b>Total Estimated Cost</b>		<b><u>\$17,176.00</u></b>



November 17, 2023

Mr. Michael Scullion, PE, BCEE, DBIA  
Halff, Inc.  
902 N. Sinclair Avenue  
Tavares, Florida 32778

Re: Howey in the Hills WTP  
Howey in the Hills, Florida

Dear Mr. Scullion:

We are pleased to submit our proposal for electrical and control system engineering services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project. Your signature on this agreement will serve as your letter of intent and official notice to proceed with the referenced work. Our scope of work will include the electrical and instrumentation design for the following:

**Scope of Work:**

1. Provide design of electrical and control system improvements for the following facility improvements:
  - a. Base Bid
    - Two wells – assume 75 Hp each
    - Four high service pumps – Assume one jockey at 50 Hp, three larger pumps at 150 Hp
    - Ground storage tank
    - Gas chlorine system
    - Site lighting
    - Generator
    - VTSCADA with PLC controls
    - Security system – cameras covering exterior of site, call box at entry gate with remote access, alarm on chlorine room door
  - b. Additive Alternate Bid Items
    - Sulfuric acid feed system
    - Packed tower aerator with odor control system
    - Iron filtration system

**Task 1 – Project Management**

## 1.1 Project Kick-Off and Progress Meetings

- a. BEC shall attend a kick-off meeting for the project to discuss the detailed project approach, the project schedule, invoices, project summary and the budget.

## 1.2 Project Quality Control Technical Review

- a. BEC will attend Technical Review Committee (TRC) meetings as required.

**Task 2 – Preparation of Contract Documents**

## 2.1 Base Bid - Design work includes base bid design as defined in the scope of work.

- a. Preparation of 30% Design Documents – BEC will prepare design development phase 30% design) documents and perform the following:
  - *Provide an internal technical review prior to submittal.*
  - *Submit a 30% opinion of probable construction cost for the project.*
  - *Attend a 30% design review meeting with the Owner.*
- b. Preparation of 60% Design Documents – BEC will prepare design development phase 60% design) documents and perform the following:
  - *Submit a 60% opinion of probable construction cost for the project.*
  - *Attend a 60% design review meeting with the Owner.*
- c. Preparation of 90% Design Documents – BEC will prepare design development phase 90% design) documents and perform the following:
  - *Submit a 90% opinion of probable construction cost for the project.*
  - *Attend a 90% design review meeting with the Owner.*
- d. Preparation of 100% Design Documents – BEC will prepare the final design documents and perform the following:
  - *Respond to City comments and revise design documents.*
  - *Perform 100% design phase coordination, and design completion activities and prepare final design documents (100%) including drawings, specifications, and opinion of probable construction cost.*

## 2.2 Additive Alternate Bid

- a. Preparation of 30% Design Documents – BEC will prepare design development phase 30% design) documents and perform the following:
  - *Provide an internal technical review prior to submittal.*
  - *Submit a 30% opinion of probable construction cost for the project.*

- *Attend a 30% design review meeting with the Owner.*
- b. Preparation of 60% Design Documents – BEC will prepare design development phase 60% design) documents and perform the following:
  - *Submit a 60% opinion of probable construction cost for the project.*
  - *Attend a 60% design review meeting with the Owner.*
- c. Preparation of 90% Design Documents – BEC will prepare design development phase 90% design) documents and perform the following:
  - *Submit a 90% opinion of probable construction cost for the project.*
  - *Attend a 90% design review meeting with the Owner.*
- d. Preparation of 100% Design Documents – BEC will prepare the final design documents and perform the following:
  - *Respond to City comments and revise design documents.*
  - *Perform 100% design phase coordination, and design completion activities and prepare final design documents (100%) including drawings, specifications, and opinion of probable construction cost.*

### **Task 3 – Contractor Questions/Response**

#### 3.1 Documents

- a. BEC shall attend meeting with the Contractor to review the 100% design. BEC will modify plans as appropriate based on VE and strategy meetings with the Contractor. BEC will provide the following documents.
  - Two (2) full size sets and one (1) half-size set of construction plans, including one (1) signed and sealed full size set.
  - Two (2) copies of technical specifications, including one (1) signed and sealed.
  - Engineer’s Opinion of Probable Construction Cost.
  - An electronic copy of the bid documents in PDF format.

#### 3.2 Addenda

- a. BEC shall assist in preparing up to two (2) design addenda to address/respond to questions and comments submitted to the Owner by the Contractor.

Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon an estimated fee amount of \$121,800.00. This includes all tasks described above (i.e. Tasks 1 through 3). Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded. Our work shall be billed lump sum payable as follows:

Task 1 - Meetings, Project Management and Quality Control	\$	5,000.00
Task 2.1 - Preparation of Contract Documents	\$	97,000.00
Task 2.2 - Alternate Bid Preparation of Contract Documents		
• Sulfuric Acid System	\$	3,500.00
• Packed tower odor control	\$	5,400.00
• Iron filtration system	\$	13,400.00
<u>Task 3 - Bidding Services</u>	\$	<u>4,500.00</u>
<b>Total:</b>	<b>\$</b>	<b>128,800.00</b>

Very truly yours,

Stephen E. Bailey, P.E.

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

Halff-23-009Drev2



November 17, 2023

Mr. Michael Scullion, PE, BCEE, DBIA  
Halff, Inc.  
902 N. Sinclair Avenue  
Tavares, Florida 32778

Re: Howey in the Hills WTP  
Howey in the Hills, Florida

Dear Mr. Scullion:

We are pleased to submit our proposal for general services during construction for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project to Halff, Inc. Our scope of work will include the following:

Task 1 - Shop Drawing Review

Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

Task 2 - Issue Clarifications

Issue necessary interpretations and clarifications of the Contract Documents; have authority, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on claims from Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

Task 3 – Site Visits, and Close Out Services

Make visits to the site at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

In addition to progress site visits, provide the following specific site visits:

- Substantial Completion
- Final Completion
- Control System startup
- Record Drawings – Based on Contractor provided red lines.

Compensation for the above work will be based upon an estimated fee amount of \$81,885.00. Our fee will be billed at monthly intervals. Travel to and from the site and other direct costs are included in the overhead rate and will not be billed as a separate line item.

Very truly yours,

Stephen E. Bailey, P.E.

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_



**Howey in the Hills WTP  
Howey in the Hills, Florida  
General Services**

<b>TASK 1 - SHOP DRAWING REVIEW</b>			
<b>Task</b>	<b>Man-Hours</b>	<b>Billing Rate/Hour</b>	<b>Cost</b>
Principal	32	\$ 245.00	\$ 7,840.00
Electrical Engineer	80	\$ 185.00	\$ 14,800.00
Instrumentation Engineer	40	\$ 185.00	\$ 7,400.00
Subtotal			\$ 30,040.00
<b>TASK 2 - ISSUE CLARIFICATIONS</b>			
<b>Task</b>	<b>Man-Hours</b>	<b>Billing Rate/Hour</b>	<b>Cost</b>
Principal	40	\$ 245.00	\$ 9,800.00
Electrical Engineer	65	\$ 185.00	\$ 12,025.00
Instrumentation Engineer	32	\$ 185.00	\$ 5,920.00
Subtotal			\$ 27,745.00
<b>TASK 3 -SITE VISITS AND MEETINGS</b>			
<b>Task</b>	<b>Man-Hours</b>	<b>Billing Rate/Hour</b>	<b>Cost</b>
Principal	40	\$ 245.00	\$ 9,800.00
PLC and Field Supervisor	110	\$ 130.00	\$ 14,300.00
Subtotal			\$ 24,100.00
Task 1 - Shop Drawing Review			\$ 30,040.00
Task 2 - Issue Clarifications			\$ 27,745.00
Task 3 - Site Visits			\$ 24,100.00
<b>Total</b>			<b>\$ 81,885.00</b>



**JOHN C. KATSANTONIS**

PROFESSIONAL ENVIRONMENTAL SCIENTIST  
 CERTIFIED ENVIRONMENTAL HEALTH PROFESSIONAL  
 & WETLAND DELINEATOR  
 PO BOX 2107,  
 MINNEOLA, FL 34755  
 Phone 352-406-6879 Fax 866-249-9203 (Toll-free)  
[jkenvironmental@gmail.com](mailto:jkenvironmental@gmail.com)

TO ROB ERN, PE  
 HALFF  
 RE: TOWN OF HOWEY IN THE HILLS WTP #3 SEPTIC  
 352-557-9220  
[RERN@HALFF.COM](mailto:RERN@HALFF.COM)

INVOICE # 23-001  
 Date: September 27, 2023

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	Upon receipt of evaluation

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	NEW OSTDS Site Evaluation -FOR WTP #3 SEPTIC SYSTEM	\$750.00	\$750.00
1	NEW SYSTEM PACKAGE - SITE PLAN (AUTOCAD), FORMS COMPLETION, COORDINATION		LAKE COUNTY HD
1	LAKE CHD PERMIT FEE	\$310.00	\$310.00
	DOES NOT INCLUDE FINAL INSPECTION BY PRIVATE. FINAL INSPECTION TO BE DONE BY LAKE CHD.		
		<b>TOTAL DUE</b>	<b>\$1060.00</b>

Please make all checks payable to JK ENVIRONMENTAL SERVICES LLC  
**THANK YOU FOR YOUR BUSINESS!**

October 9, 2023

Mr. Rob Ern, P.E., Vice President  
**HALFF ASSOCIATES, INC.**  
902 North Sinclair Avenue  
Tavares, Florida 32778

## **PROPOSAL FOR PROFESSIONAL SERVICES**

FOR

### **WASTEWATER TREATMENT FACILITY HIGH SERVICE PUMP STATION BUILDING**

**HOWEY-IN-THE-HILLS, FLORIDA**

Powell Studio Architecture is pleased to submit the following proposal to provide professional architectural and engineering design services. We appreciate your consideration and look forward to serving you on this project.

#### **PROJECT DESCRIPTION**

**Halff Associates, Inc.** has been selected by Howey-In-The-Hills to design a new Wastewater Treatment Plant No.3. The plant will include a new building, approximately 2,800 SF, which will house the pump and chlorine equipment, electrical equipment, as well as provide office space, restrooms, lab storage and general office storage (plans) for staff.

This proposal is based upon the conceptual building plan, attached hereto as Exhibit 'A', provided by Halff Associates as a basis of design.

Halff Associates will be providing all mechanical, electrical, and plumbing engineering for the project and buildings. This proposal includes Architectural and Structural Engineering services only.

The Architect hereby proposes to provide professional architectural and engineering services for the design and construction of the new project as follows:

#### **ARCHITECTURAL AND ENGINEERING SERVICES**

##### **Scope of Services**

Powell Studio Architecture, LLC hereby proposes to provide architectural and engineering services identified in this proposal. The basic services of this proposal include Architectural and Structural consulting engineering ONLY. The following professionals have been preliminarily selected as your primary design team.

## ARCHITECTURE

### **Powell Studio Architecture, LLC**

713 W. Montrose Street

Clermont, Florida 34711

Contact: Jeff Powell, AIA, NCARB, Architect (FL Registration AR#94675)

352.874.2340

[jeff@powellstudioarch.com](mailto:jeff@powellstudioarch.com)

## STRUCTURAL ENGINEERING

### **Gutherman Structural Inc.**

130 Crown Oak Centre Drive

Longwood, Florida 32750

Contact: Jack Gutherman P.E.

407.701.0875

[jgutherman@gstructural.com](mailto:jgutherman@gstructural.com)

## PROJECT ADMINISTRATION SERVICES

The Architect will manage all professional services and administer the Project, including research of applicable design criteria, administration of Owner's requirements, coordination of project schedule, and coordinate the services of the Architect's consultants with those services provided by the Owner and Owner's consultants. Integral with project administration are:

## DESIGN SERVICES

### **A. Schematic Design Documentation**

1. After the PROJECT PROGRAM has been prepared and thoroughly discussed, the project enters the schematic design phase. The Architect starts with rough diagram of the interrelationships of the various spaces in the building. Project design at this level is for the establishment of a design concept only.
2. Sketch plans are then prepared, showing the general arrangement of areas and spatial relationships to the site and structure. During this phase, the Architect is using rolls of sketch paper and is revising and refining sketches until one or more solutions are developed which meet the needs of the project. The Architect will prepare up to three (3) schematic submittals for your review and approval.
3. The schematic drawings usually include small scale drawings of the principal floor plans, explanatory sketches, site plan, exterior elevations, building sections and sketches.

## **B. Design Development Documentation**

1. In the Design Development Phase, the purpose is to "fix and describe the size and character of the entire project", once the schematic design documents have been approved by the Owner. The drawings are prepared by the Architect in more detail to illustrate all aspects of the proposed design of the project.
2. Sections through the building are drawn to show typical fire ratings, egress and construction.
3. The design team, including architects, engineers and construction specialists review the components of the project to establish the construction particulars in order to accommodate the budget. A more accurate opinion of probable construction cost is developed as a part of this phase, reflecting changes in the project which may have occurred during this phase.

## **C. Construction Documents**

Based on written approval of the Design Documents, the Architect shall proceed with the preparation of the Construction Documents.

1. The Architect shall prepare detailed drawings and specifications for the construction of the project, upon which the Contractor will establish the construction cost. These documents will be used for actual construction. This period in the project's development is usually a time of less client involvement, since it is the technical elaboration of ideas developed during earlier phases. However, periodic communication and contact to review the progress and answer any questions are in order.
2. At the completion of this phase, you will have complete working drawings and specifications ready for bidding or negotiating with general contractors, ready for submission for a building permit, ready for the construction of your project.

## **D. Permitting & Construction Procurement Services**

1. The next step is to choose the right firm who can convert the construction documents into a building. The Architect will assist the Client in the bidding or negotiating procedure to achieve the best results.
2. The Architect will assist the Owner in preparing the project for submission to the authority having jurisdiction and applying for plans review by the building department.
3. The Architect and the Architect's consultants will respond to any comments issued during the bidding phase, or plans review process by the building department.

**E. Construction Phase Services:**

1. **General Administration:** Assist the Client with processing change orders, field orders, and general problem solving.
2. **Evaluations of the Work:** The Architect and the Architect's consultants will visit the site at intervals appropriate to the stage of Contractor's operations, to become generally familiar with the progress of the Work to keep the Owner informed about progress and quality of the Work, and to monitor compliance with the Construction Documents. Site visits will be billed on a per visit basis.
3. **Certification of Payments to Contractor:** If required, the Architect will review the Contractor's applications for payment and shall issue Certificates of Payment in such amounts, based on the Architect's site observations and administration activities.
4. **Submittals:** The Architect and the Architect's consultants shall review and approve or take appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with the design concept expressed by the Drawings and Specifications.
5. **Changes in the Work:** The Architect shall prepare change orders and issue clarifications to the documents for the Clients approval and execution in accordance with the Contract Documents.
6. **Project Completion:** The Architect shall visit the project site to determine both Substantial Completion and Final Completion, to aid the Owner in occupying and using the facility.

**ESTIMATED SCHEDULE OF SERVICES**

SCHEMATIC DESIGN	3	Weeks
DESIGN DEVELOPMENT	3	Weeks
CONSTRUCTION DOCUMENT	4	Weeks
CONSTRUCTION PHASE SERVICES		(Thru Substantial Completion)
<b>TOTAL PROJECT DESIGN TIME</b>	<b>10</b>	<b>Weeks</b>

*The above schedule does not include or allow for approval times required by the Owner or local authorities having jurisdiction over the project.*

### BASIS OF COMPENSATION

Professional fees for this project are proposed as a stipulated sum of **Eighteen Thousand Seven Hundred Dollars and Zero Cents (\$18,700.00)** based on the scope of the project defined in this proposal.

#### COMPENSATION BREAKDOWN

PROJECT ADMINISTRATION	\$ 1,250.00
SCHEMATIC DESIGN	\$ 1,400.00
DESIGN DEVELOPMENT DOCUMENTATION	\$ 3,000.00
CONSTRUCTION DOCUMENTATION	\$ 4,350.00
STRUCTURAL ENGINEERING	\$ 4,200.00
PERMITTING / CONSTRUCTION PROCUREMENT	\$ 2,000.00
CONSTRUCTION PHASE SERVICES	\$ 2,500.00
<b>TOTAL ARCHITECTURAL &amp; ENGINEERING SERVICES</b>	<b>\$ 18,700.00</b>

#### Engineering Team Site Visits During Construction:

Architect: \$1,000.00 per visit  
 Structural Engineer: \$1,000.00 per visit

#### Hourly Rates for Additional Services

*(Only applicable with prior Owner approval)*

Principal Architect \$200.00 per hour  
 Project Manager \$170.00 per hour  
 Project Architect \$140.00 per hour  
 Interior Designer \$100.00 per hour  
 Engineer \$160.00 per hour  
 CAD Operator \$85.00 per hour  
 Clerical Time \$70.00 per hour

**Note: Proposal includes 6 site visits**

#### Reimbursable Expenses

Expenses incurred by the architect, his staff and consulting engineers in the interest of the project are in addition to the fees for services and are to be reimbursed to the architect. Expenses which are considered reimbursable on this project include shipping and plotting of documents, and out of county travel (if required).

Reimbursable and sub-consultant expenses are billed at cost plus 15% unless otherwise stipulated.

**Plotting of documents will be billed at \$.45 / SF of page for Black & White Prints**

**Color printing will be billed as follows:**

8 ½" x 11" Color Prints	\$2.00
11" x 17" Color Prints	\$5.00
24" x 36" Color Plots	\$25.00
36" x 48" Color Plots	\$35.00
Other Reimbursables (Binders, Tabs, 8 x 11 copies, Fed Ex charges, etc.)	At Cost

Preparations of documents for bidding in **PDF format are included** in the basic services of this proposal.

**SCOPE OF SERVICES QUALIFICATIONS & INCLUSIONS**

1. The following is excluded from this proposal:
  - Mechanical, Electrical, Plumbing, and Fire Protection Engineering
  - Interior Design Services
  - Geo-Technical Engineering
  - Civil Engineering
  - Landscape / Irrigation Design
  - Surveying (site surveys for boundary, improvement, utilities, etc.)
  - Full low voltage design
  - Fire protection design and Flow Test
  - Value Engineering and Redesign
  - Themed / Decorative and Landscape Lighting Design
  - Green Building Design, LEED Design
  - Emergency Generator Systems
  - Specialty Engineering for light gauge metal stud framing
2. As requested by the Client, this proposal includes design submittals at 30%, 60%, 90% and 100% construction documents. The Architect will assist the Client with a preliminary opinion of construction cost at various intervals throughout the project.
3. The basic services of this proposal **do not include** the services of interior designers to design, specify, and select interior finishes and colors, or the selection, specification and purchasing of furnishings and furniture. The Architect will provide generic interior finish designations for the project.
4. Soil conditions are acceptable for normal excavation, slab on grade with spread footing construction. Design of elaborate foundations or pile systems are not included.



5. The scope of services for the project does not include the design and drafting of towers, porte cocheres, landscaping walls, exterior covered walkways, or any miscellaneous structures outside of the building footprint.
6. Design of sheathing, shoring, scaffolding, formwork, and other means and methods of construction will be provided by engineers retained by Contractors.
7. All permit application fees will be paid for by the Owner. The Architect and Owner will determine through the course of the project how and by whom specific permit fees will be paid. If the Architect, or the Architect's consultant pay for permit application fees in the best interest of the Owner, such fees will constitute reimbursable expenses, and shall be reimbursed by the Owner.
8. The basic services of this proposal do not include the services of a geotechnical engineering firm to explore subsurface soil conditions under the building, and to make foundation design recommendations, based on the building design and soils encountered. The building design will be coordinated with the findings of the geotechnical engineer.
9. Not included in the Basic Services defined above are the services of a landscape architect for the design and documentation of landscaping and irrigation, and for assistance in obtaining site plan approval from local authorities. Such services **will be** retained separately by the Owner.
10. Design of a septic system and drain field if required for this project is not included in the Basic Services of this proposal. Such services **will be** retained separately by the Owner.
11. Because compensation is a factor of project scope, and because the project scope isn't always determined initially, if the project area increases during the design phases, compensation shall be increased proportionately.

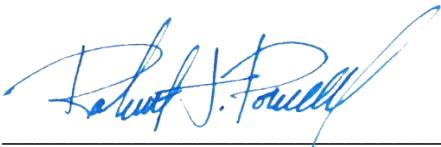
If our proposal is acceptable along with the attached terms and conditions, your signature below will confirm our authorization to proceed pending a separate written contract that we will prepare for your review. Retain one copy and return one copy to Powell Studio Architecture at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses and represents your approval.

We look forward to your favorable selection of Powell Studio Architecture, and the opportunity to assist you for this and future projects. Please give me a call with any questions.

Sincerely,

Jeff Powell

Client Authorization to Proceed:



\_\_\_\_\_  
President · AIA · NCARB  
Florida Licensed Architect #AR94675

\_\_\_\_\_  
**Client Signature**                      **Date**  
*Please see attached terms and conditions.  
and complete the Client Information Form*

Upon approval, please fill out the following:  
*(Also used for billing purposes)*

Print Name & Title \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

## TERMS AND CONDITIONS

The standard of care for all professional services performed or furnished by the Architect under this Agreement will be the care and skill used by members of the Architect's profession practicing under similar circumstances at the same time and in the same locality. Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect's services. Architect is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of Architect's Services constitutes acceptance of these Terms and Conditions.

Payments for Basic Services shall be made at monthly intervals and shall be in proportion to services completed within each Phase of services. Any invoice unpaid after thirty (30) days from the date issued will accrue interest at the rate of 18% per annum. Outstanding invoices delinquent beyond forty-five (45) calendar days may at Architect's election be deemed a notice to stop performance under this contract, and Architect may in that event suspend its Services until the invoice is paid, with no liability to Architect. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether the suit is filed.

No deductions shall be made from the Architect's compensation on account of any claim, penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the Work. All payments for completed services shall be net thirty from the date of the invoice.

All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CADD files, field data, notes, and other documents and instruments prepared by Architect or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of Architect until such time as Client makes full and final payment to Architect pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than Architect may result in adverse consequences which PSA can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Architect from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by Architect under this Agreement.

The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. If the Client has made payment to the Architect of any monies due under this Agreement, the Client shall possess a nonexclusive license to utilize the Drawings and Specifications for this location only.

The parties hereto agree that in the event of a dispute arising out of or related to the terms and conditions of this Agreement or the parties' performance hereunder, the parties will negotiate in a timely fashion and good faith with each other to try to resolve the dispute to

their mutual satisfaction. However, in the event said dispute cannot be resolved by good faith negotiations and in a timely manner within two (2) weeks after written notice of said dispute, then the parties shall, as a condition precedent to initiating litigation hereunder, submit the dispute to non-binding mediation by a professional mediator with the selection of said mediator agreeable to both parties. Said mediation shall be completed not later than forty-five (45) days following the written notice of the dispute. The cost of mediation shall be shared equally between both parties. If non-binding mediation shall fail to resolve said dispute, the parties shall be free to pursue whatever legal or equitable remedies are available to them under this Agreement and applicable law.

Unless otherwise agreed upon by the parties, the place for all arbitrations under the Agreement shall be in Lake County, Florida.

This Agreement may be terminated for cause by either party if the other party is in default of its obligations hereunder. The non-defaulting party shall furnish the defaulting party with written notice, providing all grounds for the alleged default. Upon receipt of such notice, the party allegedly in default shall have seven days to cure such default or to commence efforts to cure such default to the non-defaulting party's reasonable satisfaction if the event of default cannot be cured within seven days. If the defaulting party is unwilling or unable to cure the default within the stated time period, the non-defaulting party shall thereafter immediately be entitled to terminate the Agreement without further notice.

Either party may terminate this agreement without cause upon not less than seven (7) days written notice to the other party for convenience, and without cause. In any event of termination of the Architect without cause, the Architect shall be compensated for all Services performed plus a termination fee of 10% of the remaining amount of the overall agreement, plus Reimbursable Expenses incurred up through and including the termination date.

Failure of the Client to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance by the Client and cause for termination by the Architect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts, or choice, of laws. If any provision of this Agreement is determined to be unenforceable under applicable law, such a determination shall not affect the validity and enforceability of any other section or part hereof.

It is specifically agreed and understood that Architect's liability under this Agreement, and for all Services provided pursuant hereto, shall be limited as follows:

Notwithstanding any other language in the Agreement, and the maximum extent permitted by applicable law, Client agrees that the Architect's total liability on all claims of any kind, to Client, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of the performance of the Services or breach of this Agreement shall not exceed the amount of our fees actually paid by Client for this project.

In no event will Architect be liable for any consequential, incidental, indirect, special or punitive damages arising out of the performance of this Agreement including loss of

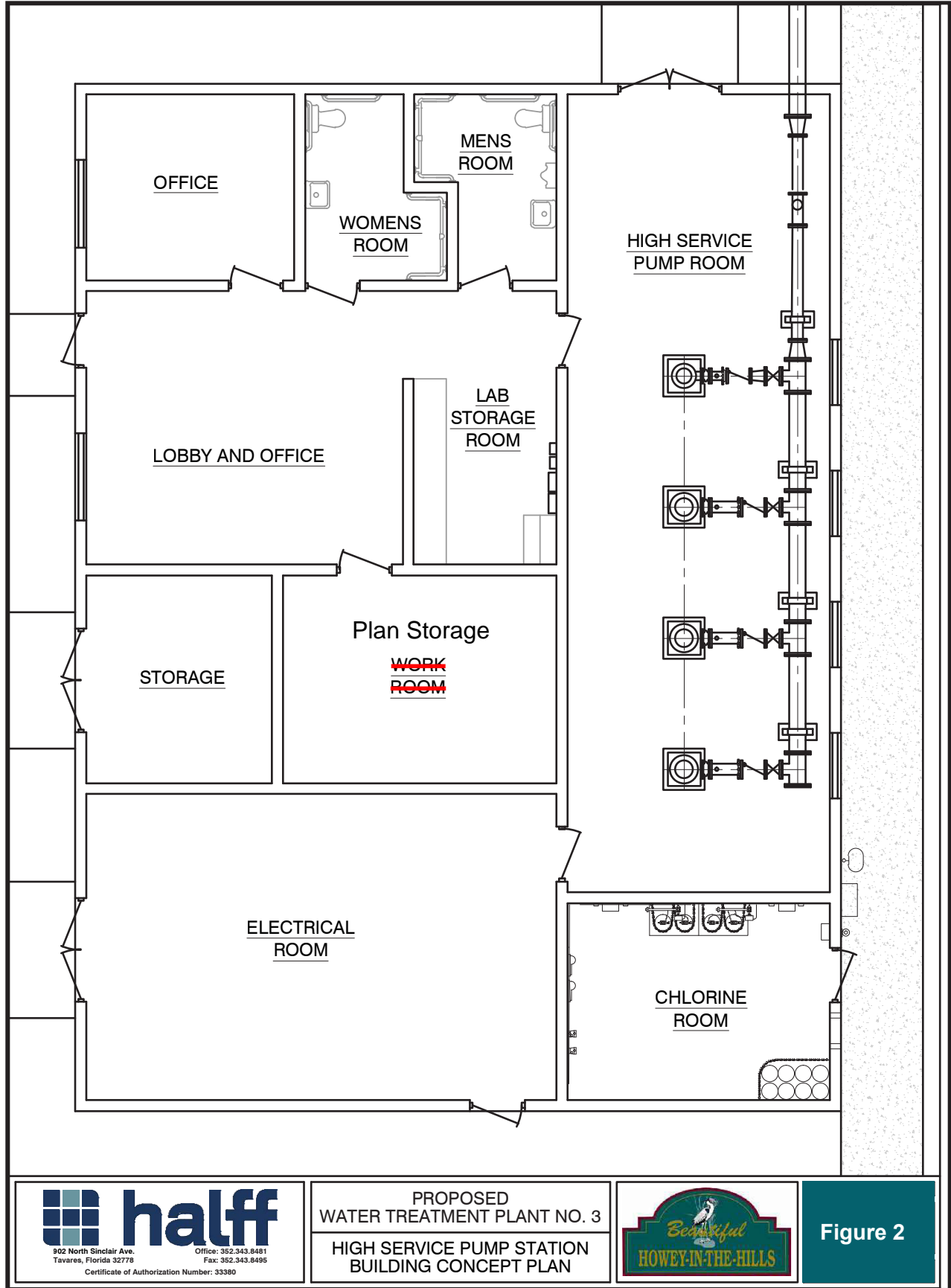
revenue or profits, loss of full or partial use of any equipment or facility, losses by reason of operation of any equipment or facility at less than rated capacity, cost of capital, loss of goodwill, claims of customers, governmental entities or other third parties, or for any other damages relating to loss of service whether or not such loss or damage is based on contract, tort, warranty, negligence, indemnity, strict liability or otherwise.

Architect shall indemnify and hold harmless the Client, its officers, directors, employees, from and against those liabilities, damages, and costs that the Client is legally obligated to pay as a result of third-party claims, to the extent caused by the willful misconduct or the negligent act, error, or omission of the Architect or anyone for whom the Architect is legally responsible, subject to any limitations of liability contained in this Agreement.

Architect represents and warrants that, during the term of this Agreement, it shall keep and maintain all liability insurance required by applicable law and shall provide Client with proof of such coverage.

Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.

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



PROPOSED  
WATER TREATMENT PLANT NO. 3  
HIGH SERVICE PUMP STATION  
BUILDING CONCEPT PLAN



Figure 2

September 26, 2023

Halff Associates Inc.  
902 N. Sinclair Ave  
Tavares Fl. 32778  
Phone 352-343-8481

Attn: Michael Scullion, PE, BCEE, DBIA

RE: Subsurface Utility Locating for Water Treatment Plant #3 - Howey in the Hills

Thank you for the opportunity to provide utility locating services for the referenced project. The scope of work and proposal is based upon the requested services

**I. Scope of Services:**

- A.** Horizontal Locations: Precise Locating Services Inc. will provide technicians, equipment and tools to designate the horizontal positions for but not limited to Water, CATV, Gas, Fiber and Telephone as outlined in red on map provided on 09/26/23 for approximately 900ft on the west R/W of SR19 and the north R/W of CR 48 to include inside the existing water plant site.

**FEE = \$2,825.00**

This estimate does not include lane closures, permits, or bonds.

Precise Locating Services equipment and methods for finding/locating underground utilities and features are the industry recognized procedures. Although effective and reliable, there is the possibility that all utilities may not be located or field verified due to environmental or soil conditions, water table, excessive depth, feature makeup and/or equipment limitation

**Precise Locating Services Inc. General Conditions**

**1.0 Scope of Work:** Work means the specific subsurface utility locating or other service to be performed by Precise Locating Services Inc. as set forth in Precises' proposed scope of services and these General Conditions and accepted by Client. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Precise Locating Services Inc. Client shall have no duty or obligation to any third party greater than that set forth in Precises' proposal. The ordering of work from Precise Locating Services Inc., or the reliance on any of Precises' work, shall represent acceptance of the terms of Precise Locating Services Inc. proposal and these General conditions, regardless of the terms of any subsequently issued document.

1

PO Box 668, Altoona, FL 32702  
[preciselocatinginc@gmail.com](mailto:preciselocatinginc@gmail.com)  
352-516-4157

- 2.0 Right of Entry:** The Client will provide the right of entry for Precise Locating Services Inc. and all necessary equipment in order to complete the work. While Precise will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work, some damage may occur; the correction of which is not part of this agreement.
- 3.0 Location of Existing Facilities:** The Client understands the limitations associated with subsurface utility locating and the location of underground facilities. Utilization of electromagnetic induction and excavation techniques is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and /or feature makeup.
- 4.0 Standard of Care:** Service performed by Precise Locating Services Inc. under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
- 5.0 Oral Agreements:** No oral agreement, guarantee, promise, representation or warranty shall be binding.
- 6.0 Ownership of Documents:** All reports, field data and notes, calculations, estimates and other documents prepared by Precise Locating Services Inc., as instruments of service, shall remain the property of Precise until final payment is received and a letter of copyright transfer has been executed.
- 7.0 Basis of Payment:** Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
- 7.1** If the Client fails to make any payment due to Precise Locating Services Inc. for service and/or expenses within 60 days of date of invoice, Precise may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to Precise Locating Services Inc. in full. Further, Precise may, in addition to withholding services, withhold reports, plans, and other documents not paid in full by the Client. In the event that final payment for completed work is not made, Precise Locating Services Inc. shall request that all copyrighted documents which were submitted to the Client be returned and all information used in project plans be removed from project documents.
- 7.2** In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse Precise Locating Services Inc. for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
- 7.3** This contract shall be governed by the laws of the State of Florida.
- 8.0 Indemnification:** Precise Locating Services Inc. agrees to hold harmless and indemnify Client from and against liability arising out of Precises' negligent performance of the work. Client agrees to indemnify and hold Precise Locating Services Inc. harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which Precise Locating Services Inc. was not solely negligent.
- 9.0 Limitation of Liability:** The Client agrees to limit Precise Locating Services Inc. liability for negligent professional acts, errors or omissions, such that the total aggregate liability of Precise Locating Services Inc. shall not exceed \$50,000 or the total fee for the services rendered on this project, whichever is greater. The Client further agrees to require the contractor and his subcontractors a similar limitation of liability suffered



by the contractor or the subcontractors arising from Precises' negligent professional acts, errors or omissions.

**10.0 Design Engineer and Contractors:** Due to locate limitations, the Design Engineer is expected to identify and coordinate with Utility Owners to gather and identify existing facility information and confirm with underground facility owners that no other subsurface utilities or structures are present in the project area. Contractors are responsible to abide by Florida Statutes 556.106, Sunshine 811 before digging/excavation.

**11.0 Termination:** This agreement may be terminated by either party by furnishing written notice to the other party at least seven (7) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay Precise Locating Services Inc. for all services performed and expenses incurred through the date of termination.

**12.0 Client Obligation to Notify Precise Locating Services Inc.:** Client represents and warrants that it has advised Precise Locating Services Inc. of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which Precise is to do work hereunder, and unless Precise Locating Services Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Precise Locating Services Inc. harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Precise Locating Services Inc. performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Precise Locating Services Inc. by Client.

**Authorization to Proceed**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, and this Authorization to Proceed), and to provide Precise Locating Services Inc. with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices and costs for expenses as set forth in this Agreement shall be valid for sixty (60) days from the date of this proposal. If this Agreement is not accepted by Client within said period of sixty (60) days, Precise Locating Services Inc. reserves the right to modify any and all of the contract prices and cost figures set forth herein.

THIS PROPOSAL/AGREEMENT ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

**Precise Locating Services Inc.:**

**Client:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Thomas A. Wilson

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

Title: President

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



October 30, 2023

Mr. Michael Scullion, PE, BCEE, DBIA  
Team Leader  
Halff  
902 North Sinclair Avenue  
Tavares, Florida 32778  
O: 352.557.9235  
C: 407.637.9015  
[mscullion@halff.com](mailto:mscullion@halff.com)

Re: Howey in the Hills - Water Treatment Plant #3  
Mechanical, Electrical, and Plumbing Professional Engineering Services  
Ingenuity Project No. I23495.00

Dear Mr. Scullion

We respectfully submit our proposal to provide mechanical, electrical, and plumbing professional engineering services for the above referenced project. We look forward to and appreciate the opportunity to work with you and your team.

### **PROJECT SCOPE**

Provide mechanical, electrical, and plumbing professional engineering services associated with the new Water Treatment Plant #3 located in Howey in the Hills, FL. The scope of work is based on the email and drawings received on 10/20/23 and will include the following:

- New +/- 2,800 sf building
- The pump room and chlorine room will be ventilated unconditioned
- The remainder of the space including office, lab, work room, restrooms, will be conditioned.
- Redundant units serving the electrical room, and a single unit serving the rest of the building.
- Pump room will require floor drains near each pump.
- The lab will have two sinks and a floor drain.
- Note: The electrical equipment in the electrical room and the power distribution design for the pumps and chlorine system is not in scope.

### **ELECTRICAL DESIGN**

The design shall include lighting design and power distribution as required for the new building. The electrical systems will be designed per the latest adopted editions of the Florida Building Code, National Electrical Code, ADA, and all State and local jurisdictional codes. Ingenuity assumes the existing electrical service servicing building is adequate and will not need to be replaced. The electrical equipment in the electrical room and the power distribution design for the pumps and chlorine system is not in scope.

### **MECHANICAL DESIGN**

HVAC system design will be provided for all specified areas including specific ventilation as required. The mechanical system will be based upon the latest adopted edition of the Standard Mechanical Code and all State and local jurisdictional codes.

### **PLUMBING DESIGN**

Plumbing systems will be provided for all spaces including floor drain design as needed. All underground water and sewer will be stubbed out of the building 5'-0" in the direction of the service and will be coordinated with the civil engineer. The plumbing system will be based upon the latest adopted edition of the Florida Building Code, and all required local codes.

### **CONSTRUCTION DOCUMENTS**

All work will be in Revit or AutoCAD (Release 2023) Generated Drawings.

### **FIELD VERIFICATION**

One (1) on-site field verification of existing conditions with (1) design professional is included in the proposal.

### **DESIGN MEETINGS**

All design review meetings will be via tele conference or zoom media.

### **CONSTRUCTION ADMINISTRATION**

Construction administration services including RFI, and shop drawing submittal review are included in this proposal. (1) Construction Site visit is included in this proposal.

### **SUBMITTALS**

Ingenuity Engineers, Inc. will E-Mail to Half the following:

- A. Construction document drawings at the 60%, 90% and 100% completion levels on the submittal date agreed upon.
- B. Electronically generated backgrounds with title blocks generated on Revit or AutoCAD 2023 media will be provided to Ingenuity Engineers, Inc from Halff by way of E-Mail. All background updates will be transmitted in a timely manner to Ingenuity Engineers. Inc., by way of E-Mail.

**INFORMATION TO BE FURNISHED BY THE ARCHITECT**

- 1. Copy of Owner Architect Agreement
- 2. Updated Revit-generated-pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (Ingenuity Engineers, Inc. standard is Revit Version 2023).
- 3. Civil, site drawings and surveys, indicating all underground and overhead features, which may affect design.

**ADDITIONAL SERVICES**

Additional services, when requested in writing, shall be performed at an hourly rate per the Ingenuity Engineers, Inc. rates schedule in effect at the time of request for services. Services may include, but are not limited to:

- 1. Expanded scope beyond proposal constraints.
- 2. Power distribution design for the pump
- 3. Floor plan changes after 50% project design acceptance.
- 4. Development of as-built drawings.
- 5. Phased construction packages.
- 6. USGBC LEED design.
- 7. Utility connections to pump

**TOTAL COMPENSATION**

**Total Base Fee = \$ 13,400.00\***

\*Includes reimbursable expenses\*

\*Reimbursable expenses include all out of county travel-related costs, (Ingenuity's Orlando office to be considered point-of-origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail. Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within 15 days of receipt of payment from client.

PURSUANT TO FLORIDA STATUE 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF INGENUITY ENGINEERS, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

If our proposal is acceptable, please return a signed copy authorizing us to proceed. This authorization constitutes your commitment to pay the fee and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA forms.

We look forward to the opportunity to assist your firm for this and future projects. Please give me a call with any questions or comments.

Sincerely,



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Brian Hessinger, P.E.  
President/CEO

Authorization by Halff  
For Ingenuity Engineers, Inc., to provide the above described services:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



**September 27, 2023**  
**AEI Proposal No: P5282.Pro**

**TO CLIENT: Halff**  
902 North Sinclair Avenue  
Tavares, Florida 32778

Attention: Mr. Michael Scullion, PE

**SUBJECT:** Proposal, Phase I Environmental Site Assessment (ESA)  
Proposed Water Treatment Plant No. 3  
County Road 48 and State Road 19  
Howey-In-The-Hills, Lake County, Florida

Dear Mr. Scullion:

Pursuant to your request, Andreyev Engineering, Inc. (AEI) has prepared this proposal to conduct a Phase I Environmental Site Assessment (Phase I ESA) in accordance with ASTM E 1527-13. We understand the subject property is located on County Road 48, just north of the intersection of State Road 19 in Howey-in-the-Hills, Lake County, Florida. The property is identified by Parcel No. 23-20-25-0004-000-01400.

The purpose of ASTM E 1527-13 is to define good commercial and customary practice for conducting an environmental assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products. A Phase I ESA completed under ASTM E 1527-13 will permit the user to satisfy one of the requirements to qualify for the *innocent landowner, contiguous property owner, or bonafide prospective purchaser* limitations on CERCLA liability which are identified as the “*landowner liability protections*” (LLPs). This practice constitutes “*all appropriate inquiry* into the previous ownership and uses of the *property* consistent with good commercial or customary practice” as defined in CERCLA, 42 U.S. Code § 9601(35)(B).

The Phase I ESA will be signed by an Environmental Professional and will determine if *Recognized Environmental Conditions* (REC) are present either on-site or off-site. The Phase I ESA does not involve soil or groundwater sampling. The Phase I ESA tasks are summarized as follows:

- Conduct a review of applicable historical sources including available historical aerial photographs, U.S.G.S. quadrangle maps, and city directory listings.
- Conduct a review of regulatory database search information, and contact appropriate and relevant County, State, and Federal agencies to further review applicable information present in their files concerning contamination on site, or in the immediate vicinity of the site, and determine whether any off-site facilities may potentially impact the subject site.
- Conduct interviews (as applicable) with the current owner(s) and previous owner(s), current and previous tenants, and applicable government officials.

Proposal to Perform Phase I ESA Investigation  
Proposed Water Treatment Plant No. 3  
Howey-In-The-Hills, Lake County, Florida  
Page 2

- Conduct a site reconnaissance, to look for visual evidence of past or current deposition of hazardous materials on or adjacent to the site. Further investigate any areas of concern disclosed by the review of the historical sources or regulatory agency records. Items such as petroleum storage tanks, and previous use of chemicals are carefully examined.
- Phase I ESA Report Preparation: Upon completion of the above tasks, AEI will provide a written report documenting our findings. This written report will include the following items:
  - a) Documentation of the Phase I ESA investigation methods and results.
  - b) A determination concerning the presence of Recognized Environmental Conditions (REC), pursuant to ASTM E1527-13.
  - c) A determination concerning if additional Phase I ESA activities are applicable to detect the presence of *Recognized Environmental Conditions* for the subject site.
  - d) A determination of whether a Phase II ESA, pursuant to ASTM E1903-11, is needed for investigating any on-site REC(s).

Please note that this proposal does not include any additional services with may be applicable to a commercial real estate transaction, such as asbestos, lead paint, radon, lead in drinking water, or wetlands, regulatory compliance, or other non-scope items identified in Section 13.0 of ASTM E 1527-13.

#### **Cost and Authorization**

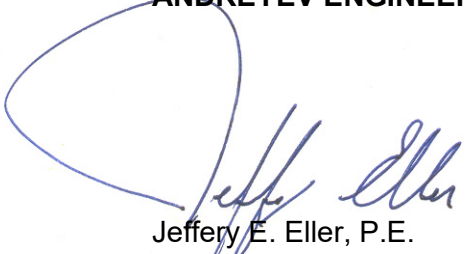
AEI proposes to provide the above service at a cost of **\$2,400.00** which does not include a chain of title. Based on our current schedule of work, we can provide a completed report within 3 weeks of authorization. Please note that the Conditions of Acceptance above the signature block are part of this contract and are controlling unless expressly waived prior to commencement of work. In addition, if there are any special conditions regarding site access, please let us know. ***As part of this project, we will need a current copy of a site plan for specific property boundaries, and identification of the current owner or owner representative and/or tenant, to conduct interview(s) concerning the subject site.***

Proposal to Perform Phase I ESA Investigation  
Proposed Water Treatment Plant No. 3  
Howey-In-The-Hills, Lake County, Florida  
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AEI appreciates the opportunity to submit this proposal and we look forward to being of service to you on this project. If you have any questions, or if we can provide any additional information, please feel free to call us at your convenience.

Sincerely,

**ANDREYEV ENGINEERING, INC.**



Jeffery E. Eller, P.E.  
Vice President

Conditions of Acceptance: The above proposal is acceptable. The proposal constitutes a binding contract between AEI and the Client. It is agreed by the Client and AEI that there are no additional terms, conditions, or agreements with respect to the project, other than the items referenced in this proposal and identified here in these Conditions of Acceptance. Payment shall be due within 30 days after the date of each invoice. For past due invoices, interest shall accrue at 18% per annum (or the highest rate allowable by law). All attorneys' fees and expenses associated with AEI's collection of past due invoices shall be paid by Client. The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. Whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by AEI constitutes acceptance of these Conditions of Acceptance.

ACCEPTED BY: Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

BILLING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



## RESOLUTION 2023-013

**A RESOLUTION AMENDING THE GENERAL FUND, POLICE RETIREMENT FUND, POLICE ADVANCED TRAINING FUND, WATER IMPACT FEE FUND, PARKS & REC IMPACT FEE FUND, POLICE IMPACT FEE FUND, TREE FUND, WATER/SANITATION FUND, BUILDING SERVICES FUND AND INFRASTRUCTURE FUND FOR THE FOR THE BUDGET YEAR 2022/2023.**

**THE TOWN OF HOWEY IN THE HILLS RESOLVED**, the total revenues of the General Fund, Police Retirement Fund, Police Advanced Training Fund, Water Impact Fee Fund, Parks & Rec Impact Fee Fund, Police Impact Fee Fund, Tree Fund, Water/Sanitation Fund, Building Services Fund, and Infrastructure Fund for the fiscal year 2022/2023 is amended as follows:

	<b>FY 22-23 Actual Year End</b>	<b>FY 22-23 Adopted Budget</b>	<b>FY 22-23 Amended Budget</b>
<b>Revenues</b>			
<b>1 General Operating</b>			
310000 Taxes	1,331,440	1,295,999	1,331,440
320000 Licenses and Permits	201,572	282,550	201,572
330000 Intergovernmental Revenue	398,249	259,965	398,249
340000 Charges for Services	261,293	269,341	261,293
350000 Fines and Forfeits	22,443	18,600	22,443
360000 Misc Revenues	27,353	269,959	27,353
380000 Other Sources	413,591	452,604	413,591
<b>Total Revenue</b>	<b>2,655,941</b>	<b>2,849,018</b>	<b>2,655,941</b>
<b>(115) 651 Police Retirement Fund</b>			
310000 Taxes	21,819	14,153	21,819
360000 Misc Revenues	306,037	81,500	306,037
<b>Total Revenue</b>	<b>327,856</b>	<b>95,653</b>	<b>327,856</b>
<b>120 Police Advanced Training Fund</b>			
350000 Fines and Forfeits	2,531	3,000	2,531
380000 Other Sources	8,238	9,454	8,238
<b>Total Revenue</b>	<b>10,769</b>	<b>12,454</b>	<b>10,769</b>
<b>130 Tree Fund</b>			
350000 Fines and Forfeits	250	0	250
<b>Total Revenue</b>	<b>250</b>	<b>0</b>	<b>250</b>
<b>140 Water Impact Fee Fund</b>			
320000 Licenses and Permits	293,026	135,000	293,026
380000 Other Sources	311,865	294,000	311,865
<b>Total Revenue</b>	<b>604,891</b>	<b>429,000</b>	<b>604,891</b>
<b>141 Parks &amp; Rec Impact Fee Fund</b>			

320000 Licenses and Permits	123,502	90,000	123,502
380000 Other Sources	259,977	152,600	259,977
<b>Total Revenue</b>	<b>383,479</b>	<b>242,600</b>	<b>383,479</b>

<b>142 Police Impact Fee Fund</b>			
320000 Licenses and Permits	131,556	90,000	131,556
380000 Other Sources	121,525	0	121,525
<b>Total Revenue</b>	<b>253,081</b>	<b>90,000</b>	<b>253,081</b>

<b>150 Infrastructure Fund</b>			
310000 Taxes	297,029	233,227	297,029
<b>Total Revenue</b>	<b>297,029</b>	<b>233,227</b>	<b>297,029</b>

<b>155 Building Fund</b>			
320000 Licenses and Permits	763,938	637,815	763,938
<b>Total Revenue</b>	<b>763,938</b>	<b>637,815</b>	<b>763,938</b>

<b>401 Water/Sanitation Fund</b>			
310000 Taxes	71,115	62,000	71,115
330000 Intergovernmental Revenue	0	0	0
340000 Charges for Services	1,540,468	1,553,196	1,540,468
350000 Fines and Forfeits	170	1,000	170
360000 Misc Revenue	17,268	13,500	17,268
<b>Total Revenue</b>	<b>1,629,021</b>	<b>1,629,696</b>	<b>1,629,021</b>

**BE IT FURTHER RESOLVED**, that the general appropriation of the Town of Howey-in-the-Hills for the Fiscal Year 2022-2023 General Fund, Police Retirement Fund, Police Advanced Training Fund, Water Impact Fee Fund, Parks & Rec Impact Fee Fund, Police Impact Fee Fund, Water/Sanitation Fund, Tree Fund, Building Services Fund, and Infrastructure Fund is amended as follows:

**FY 22/23 Expenditures**

	<b>FY 22-23 Actual Year End</b>	<b>FY 22-23 Adopted Budget</b>	<b>FY 22-23 Amended Budget</b>
<b>Expenses</b>			
<b>1 General Fund</b>			
511000 Legislative	27,986	57,557	27,986
513000 Financial and Administrative	337,743	376,427	337,743
519000 Other General Government	358,281	394,342	358,281
521000 Police	1,214,705	1,197,059	1,214,705
524000 Code Enforcement	73,870	72,721	73,870
538000 Stormwater Maintenance	6,465	10,000	6,465
539000 Public Services	218,627	242,321	218,627
541000 Transportation	107,628	126,737	107,628

542000 Cemetery	8,770	18,000	8,770
571000 Library	147,621	161,716	147,621
572000 Parks and Recreation	120,091	139,468	120,091
573000 Historical Preservation	843	6,060	843
574000 Special Events	33,311	46,610	33,311
<b>Total Expenses</b>	<b>2,655,941</b>	<b>2,849,018</b>	<b>2,655,941</b>

<b>(115) 651 Police Retirement Fund</b>			
521000 Police	78,812	95,653	78,812
<b>Total Expenses</b>	<b>78,812</b>	<b>95,653</b>	<b>78,812</b>

<b>120 Police Advanced Training Fund</b>			
521000 Police	10,769	12,454	10,769
<b>Total Expenses</b>	<b>10,769</b>	<b>12,454</b>	<b>10,769</b>

<b>130 Tree Fund</b>			
572000 Parks and Recreation	250	0	250
<b>Total Revenue</b>	<b>250</b>	<b>0</b>	<b>250</b>

<b>140 Water Impact Fee Fund</b>			
521000 Police	121,525	0	121,525
533000 Water Utility Services	223,389	429,000	223,389
572000 Parks & Recreation	259,977	0	259,977
<b>Total Expenses</b>	<b>604,891</b>	<b>429,000</b>	<b>604,891</b>

<b>141 Parks &amp; Rec Impact Fee Fund</b>			
572000 Parks & Recreation	383,479	242,600	383,479
<b>Total Expenses</b>	<b>383,479</b>	<b>242,600</b>	<b>383,479</b>

<b>142 Police Impact Fee Fund</b>			
521000 Police	253,081	90,000	253,081
<b>Total Expenses</b>	<b>253,081</b>	<b>90,000</b>	<b>253,081</b>

<b>150 Infrastructure Fund</b>			
521000 Police	11,743	12,000	11,743
541000 Transportation	285,286	221,227	285,286
<b>Total Expenses</b>	<b>297,029</b>	<b>233,227</b>	<b>297,029</b>

<b>155 Building Fund</b>			
513000 Financial and Administrative	301,788	297,065	301,788
519000 Other General Government	462,150	340,750	462,150
<b>Total Expenses</b>	<b>763,938</b>	<b>637,815</b>	<b>763,938</b>

<b>401 Water/Sanitation Fund</b>			
533000 Water Utility Services	1,279,443	1,182,077	1,279,443

534000 Sanitation Department	264,737	277,619	264,737
535000 Sewer, Wastewater Services	84,841	170,000	84,841
<b>Total Expenses</b>	<b>1,629,021</b>	<b>1,629,696</b>	<b>1,629,021</b>

PASSED AND ADOPTED THIS 27th DAY OF NOVEMBER, 2023

TOWN OF HOWEY-IN-THE-HILLS

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

ATTEST

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