



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 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.**  
  
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												2026					
					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																														
2	Well No. 2 Drilling & Water Quality	90 days	Mon 2/5/24	Fri 6/7/24																														
3	Town Council Approval & Notice to Proceed	0 days	Mon 12/11/23	Mon 12/11/23																														
4	Hydraulic Analysis & Master Plan Update	39 days	Mon 12/11/23	Thu 2/1/24																														
5	Subsurface Utility Location	15 days	Mon 1/15/24	Fri 2/2/24																														
6	Topographic & Boundary Surveying	75 days	Mon 1/1/24	Fri 4/12/24																														
7	Phase I Environmental Assessment	15 days	Mon 1/1/24	Fri 1/19/24																														
8	Cultural Resources Assessment Survey	10 days	Mon 1/8/24	Fri 1/19/24																														
9	Environmental Site Assessment	20 days	Fri 1/26/24	Thu 2/22/24																														
10	Sand Skink Coverboard Survey	21 days	Mon 3/4/24	Mon 4/1/24																														
11	Geotechnical Evaluation	25 days	Fri 1/19/24	Thu 2/22/24																														
12	Draft Preliminary Design Report & 30% Submittal	45 days	Mon 1/15/24	Fri 3/15/24																														
13	Town Review of Draft PDR & 30% Submittal	10 days	Mon 3/18/24	Fri 3/29/24																														
14	Finalize Preliminary Design Report	5 days	Mon 4/1/24	Fri 4/5/24																														
15	60% Design Development	45 days	Mon 4/1/24	Fri 5/31/24																														
16	Town Review of 60% Design	10 days	Mon 6/3/24	Fri 6/14/24																														
17	90% Design Development	30 days	Mon 6/17/24	Fri 7/26/24																														
18	Town Review of 90% Design	10 days	Mon 7/29/24	Fri 8/9/24																														
19	100% Design Development	15 days	Mon 8/12/24	Fri 8/30/24																														
20	Bid Documents Completed	0 days	Fri 8/30/24	Fri 8/30/24																														
21	Town of Howey-in-the-Hills Permitting	45 days	Mon 5/6/24	Fri 7/5/24																														
22	FDEP Environmental Resources Permit	60 days	Mon 4/8/24	Fri 6/28/24																														
23	FDEP Specific Permit to Construct PWS Components	60 days	Mon 6/10/24	Fri 8/30/24																														
24	FDOT Drainage Connection Permit	25 days	Mon 7/29/24	Fri 8/30/24																														
25	FDOT Right of Way Utilization Permit	25 days	Mon 7/29/24	Fri 8/30/24																														
26	Lake County Right of Way Permit	25 days	Mon 7/29/24	Fri 8/30/24																														
27	Lake County Driveway Connection Permit	25 days	Mon 7/8/24	Fri 8/9/24																														
28	Lake County Department of Health Septic Tank Permit	45 days	Mon 4/15/24	Fri 6/14/24																														
29	Bid Advertisement	0 days	Fri 9/13/24	Fri 9/13/24																														
30	Bid Period	30 days	Fri 9/13/24	Thu 10/24/24																														
31	Review of Bids	10 days	Fri 10/25/24	Thu 11/7/24																														
32	Award of Construction Contract	0 days	Thu 12/5/24	Thu 12/5/24																														
33	Construction Notice to Proceed	0 days	Wed 12/11/24	Wed 12/11/24																														
34	Construction	263 days	Wed 12/11/24	Fri 12/12/25																														
35	Construction - Substantial Completion	0 days	Fri 12/12/25	Fri 12/12/25																														
36	Construction - Final Completion	30 days	Fri 12/12/25	Thu 1/22/26																														
37	Project Complete	1 day	Fri 1/23/26	Fri 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>