



# AIA® Document B102® – 2017

## Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

### Standard Form of Agreement Between Owner and Engineer without a Predefined Scope of Engineer's Services

**AGREEMENT** made as of the \_\_\_ day of January in the year 2024  
*(In words, indicate day, month and year.)*

**BETWEEN** the Engineer's client identified as the Owner:  
*(Name, legal status, address and other information)*

**Town of Howey-in-the-Hills ("Owner" or "Town")**  
101 N. Palm Ave.  
Howey-in-the-Hills, Florida 34737

and the Engineer:  
*(Name, legal status, address and other information)*

**Halff Associates, Inc.**  
902 North Sinclair Avenue  
Tavares, FL 32778

for the following (hereinafter referred to as "the Project"):  
*(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)*

**Water Treatment Plant #3**  
Adjacent to Town's existing potable water distribution system  
Corner of SR48 and SR19  
Howey-in-the-Hills, Florida

The Owner and Engineer agree as follows.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 ENGINEER'S RESPONSIBILITIES

§ 1.1 The Engineer shall provide the following professional services:

*(Describe the scope of the Engineer's services or identify an exhibit or scope of services document setting forth the Engineer's services and incorporated into this document in Section 9.2.)*

The Scope and Schedule of Services is attached as Exhibit "A" ("Scope of Services"). The schedule for the Engineer's Scope of Services is set forth in Exhibit "A". Owner retains the right to reduce the scope of any portion of the Scope of Services. In such event, Owner shall be entitled to proportionally reduce the Engineer's compensation.

§ 1.1.1 The Engineer represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Engineer shall, without additional compensation, correct and revise any errors or deficiencies in its designs, drawings, specifications, and services.

§ 1.3 The Engineer identifies the following representative authorized to act on behalf of the Engineer with respect to the Project.

*(List name, address, and other contact information.)*

**Michael Scullion, PE, DBIA**

902 North Sinclair Avenue

Tavares, FL 32778

352-557-9235

[mjscullion@half.com](mailto:mjscullion@half.com)

§ 1.4 Except with the Owner's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to this Project.

§ 1.5 The Engineer shall maintain at its own expense, the following insurance until four (4) years after the termination of this Agreement.

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§ 1.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$2,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage and umbrella excess liability coverage of five million dollars (\$5,000,000).

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000 ) per claim and two million dollars (\$2,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** The Engineer shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Engineer's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Engineer shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 1.5.9 Engineer shall require its professional and licensed subconsultants to maintain a minimum of \$1,000,000 per occurrence for General Liability insurance, \$1,000,000 automobile liability insurance, statutory workers' compensation coverage, and if such subconsultant has a professional license, \$1,000,000 per claim for Professional Liability Insurance.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

*(List name, address, and other contact information.)*

**Sean O'Keefe** or a Town employee designated in writing by Sean O'Keefe  
Town Manager  
Town of Hovey-in-the-Hills  
P.O. Box 128

101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737  
Town Hall: 352-324-2290  
Cell: 352-705-6100  
[sokeefe@howey.org](mailto:sokeefe@howey.org)

§ 2.3 The Engineer shall schedule regular communications with and coordinate with the Town Engineer (Don Griffey, P.E.) to provide information to the Owner's consultants so that the Owner's consultants can coordinate their services through the Town Engineer. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Engineer in this Agreement.

§ 2.4 Electronic mail may be used by the parties for notices using the email addresses in §1.3 and §2.2.

*(Paragraphs deleted)*

### ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 Drawings, specifications, reports, and all other documents, including those in electronic form, specifically prepared by the Engineer and the Engineer's consultants for this Project ("Design Documents") are the sole and exclusive property of the Owner, shall be considered as being specially ordered by Owner as "works made for hire" under 17 U.S.C. §101, and may be used in any manner at the sole discretion of Owner. Owner shall have full and sole ownership rights to the Design Documents, regardless of any payment disputes with Engineer. Engineer shall furnish Owner with such reproductions of any Design Documents as the Owner may request at any time in both electronic and printed form. Any reproductions shall be the sole and exclusive property of the Owner who may use them without Engineer's permission for any purpose determined to be proper by the Owner. Owner shall own all rights, copyrights, or other intellectual property there may be with respect to the Design Documents. In the event that the Design Documents are held not to be "works made for hire", then Engineer agrees that all Design Documents, whether in final form or draft, which result from any Services performed by Engineer under this Agreement, are hereby assigned exclusively to Owner, including any copyright, patent, trademark, and all other intellectual property rights. In all cases, Engineer further hereby expressly assigns all of its present and future rights therein to Owner, and agrees to execute and furnish, and to cause all the Engineer's consultants to execute and furnish, in favor of Owner separate assignment documents from time to time as requested by Owner. This Section shall survive any termination or expiration of this Agreement. The Engineer shall be entitled to retain copies of the Design Documents for the Engineer's use and records. Owner shall be free to use the Design documents for any purpose, including, but not limited to, completion, renovation, additions, and expansion of the Project. The Engineer shall have no liability for the Owner's use of the Design Documents for a use unrelated to the Project. Engineer shall require language in each of its subconsultants' contracts providing for Owner's ownership of all Project documents and the Design Documents. Notwithstanding any provision contained above or anywhere in this Agreement to the contrary, Engineer shall however, retain the right to use and reuse all standard discrete elements contained within the Design Documents, including standard details, specifications or other design materials generated and authored by the Engineer for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients.

§ 3.2 The provisions of this Article 3 shall survive the termination of this Agreement.

*(Paragraphs deleted)*

### ARTICLE 4 CLAIMS AND DISPUTES

#### § 4.1 General

§ 4.1.1 The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by Florida law.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Engineer waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Owner's revised AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Engineer and Owner waive special, indirect, speculative, liquidated and all other damages ("Consequential Damages"), except direct damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all Consequential Damages due to either party's termination of this Agreement. Redesign and remedial construction costs shall not be considered "consequential damages".

#### § 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation pursuant to Florida Statutes as a condition precedent to binding dispute resolution.

§ 4.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with Florida Statutes. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction with exclusive venue in Lake County, Florida.
- Other *(Specify)*

If the Owner and Engineer do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 not used.

*(Paragraphs deleted)*

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

#### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Engineer all sums due prior to suspension.

§ 5.2 If the Owner suspends the Project, as its sole remedy, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer's fees for the remaining services and the time schedules shall remain the same as set forth in this Agreement.

§ 5.3 If the Owner suspends the Project for more than 180 cumulative days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may suspend or terminate this Agreement upon not less than seven (7) days' written notice to the Engineer for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates or suspends this Agreement for its convenience pursuant to Section 5.5, the Engineer terminates this Agreement pursuant to Section 5.1, or the Engineer terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Engineer for services performed prior to termination, together with Reimbursable Expenses incurred, which compensation shall be Engineer's sole and exclusive remedy for any termination or suspension.

§ 5.7  
*(Paragraphs deleted)*  
not used.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

- One year from the date of commencement of the Engineer's services
- One year from the date of Substantial Completion of the Construction of the Project.
- Other  
*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

If the Owner and Engineer do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Engineer's services.

*(Paragraph deleted)*

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Engineer as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Compensation shall be in the amounts set forth in Exhibit "A" for delivery to Owner of the submittals and deliverable documents set forth for each phase described in Exhibit "A".

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Engineer and the Engineer's consultants directly related to the Project, as follows:

- .1 not used;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; but only if authorized in writing in advance by the Owner;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project; but only if authorized in writing in advance by the Owner;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, but only if authorized in writing in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; but only if authorized in writing in advance by the Owner;
- .8 not used; and

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.9 All taxes levied on professional services and on reimbursable expenses;  
(Paragraphs deleted)

§ 6.2.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Engineer and the Engineer's consultants without markup. Reasonable back-up documentation such as receipts shall be submitted with any invoices for Reimbursable Expenses. Travel expenses are not reimbursable. Reimbursable Expenses shall not exceed the amount stated in Phase 2100 on Exhibit "A".

§ 6.2.3  
(Paragraphs deleted)

**Additional Services.** Compensation for Additional Services that are not included in the Scope of Services shall be negotiated by the Owner and Engineer at the time of Owner's request for said Additional Services. Engineer shall not perform and shall not be entitled to any payment for such Additional Services unless the Owner and Engineer execute a written document setting forth a description of the Additional Services and the compensation to be paid for same in advance of Engineer performing such Additional Services. Before negotiating Additional Services, Engineer shall provide Owner with a list of personnel, proposed hourly rates, hours for each task, and itemization of proposed reimbursables for Owner's review, and any other additional information Owner may require. Subconsultants shall provide the same information on subconsultant's letterhead for their Additional Services. The costs of any Additional Services performed without prior written authorization are waived by Engineer.

### § 6.3 Payments to the Engineer

§ 6.3.1 Submittal of Invoices. Invoices shall be submitted by electronic mail to Owner, by emailing to the Town Manager, Sean O'Keefe [sokeefe@howey.org](mailto:sokeefe@howey.org), the Grant Manager, Morgan Cates [mcates@howey.org](mailto:mcates@howey.org), and the Town Clerk, John Brock, [jbrock@howey.org](mailto:jbrock@howey.org). Engineer's invoices shall be supported by such data substantiating the Engineer's right to payment as the Owner may require, such as, but not limited to, copies of invoices from subconsultants, receipts for Reimbursable Expenses, and records of detailed description of services performed, names of personnel performing the services, and listing of the progress submittals or phase deliverable documents delivered to Owner during the pay period.

(Paragraph deleted)

### § 6.3.2 Progress Payments

§ 6.3.2.1 Payments for services shall be made monthly for the completion and delivery to Owner of each progress submittal or phase deliverable documents described in Exhibit "A" that were delivered to Owner in the respective pay period. When Exhibit "A" provides for 60%, 90%, and 100% submittals, payment for that phase shall be made 1/3 for 60% submittals, 1/3 for 90% submittals, and 1/3 for 100% submittals. Payments are due and payable thirty (30) days after the date of Owner's approval of the Engineer's properly prepared and completed invoice. Amounts unpaid after the due date shall bear interest at the rate entered below:

(Insert rate of monthly or annual interest agreed upon.)

Per Florida Statute Chapter 218.

(Paragraphs deleted)

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in the Owner's revised AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other.

§ 7.4 n/a.

(Paragraph deleted)

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§ 7.5 If the Owner requests the Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for review at least 14 days prior to execution. The Engineer shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement or that would increase or enhance the Engineer's scope of services or risk beyond that specifically identified in this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Engineer.

§ 7.7 Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, except in the case of the Engineer specifying the use of such substance. Engineer shall notify the Owner immediately upon Engineer's discovery of any hazardous or toxic substance on the Project site.

§ 7.8 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials, subject to the prior written approval of Owner which approval shall not be unreasonably withheld or delayed. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Engineer shall coordinate all press releases and promotional/industry articles with the Owner and the Owner shall pre-approve all press releases and articles, which approval shall not be unreasonably withheld or delayed. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 This is a public project. In general all information and documents are public records except confidential information pursuant to Florida Statute Chapter 119. If confidential, Engineer shall keep such information strictly confidential and shall not disclose it to any other person except only as permitted by Florida Statute Chapter 119. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 not used.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be deleted and the remainder of the Agreement shall be interpreted as if such deleted provision had never been included.

## ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

1. **Availability of Funds.** All activities under or pursuant to this Agreement are subject to the availability of appropriated funds to the Owner. Owner shall immediately notify Engineer should funds become unavailable. In such case, either party shall have the right to stop work and/or terminate this Agreement.

### 2. **Public Records.**

a. To the extent Engineer is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Engineer shall:

i. Keep and maintain public records required by Owner to perform the services under this Agreement.

ii. Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Engineer does not transfer the records to Owner.



iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Engineer or keep and maintain public records required by Owner to perform the service. If the Engineer transfers all public records to Owner upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

b. If the Engineer fails to provide the public records to Owner within a reasonable time the Engineer may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Engineer shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Engineer's failure to comply with the terms of this Section.

**c. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, JOHN BROCK, TOWN CLERK, AT 352-324-2290, [JBROCK@HOWEY.ORG](mailto:JBROCK@HOWEY.ORG) , 110 N. PALM AVE., HOWEY-IN-THE-HILLS, FLORIDA 34737.**

3. **Sovereign Immunity.** Owner's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Owner beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Owner's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Owner's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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

4. **No Harassment.** Engineer shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Engineer shall insert a similar provision in accordance with this section, in all subcontracts for this Project.

5. **Independent Contractor.** Engineer is and shall remain an independent contractor and not an employee or agent of Owner. There are no intended or unintended third-party beneficiaries of this Agreement, and no parties other than the Owner and Engineer shall have the right to enforce this Agreement. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

6. **Non-Discrimination.** Engineer and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Engineer shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without

regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. Engineer agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

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

**7. Public Entity Crime Notice.** Engineer affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Engineer been convicted of a Public Entity Crime. Engineer agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Contract by Owner.

**8. Records.** Engineer shall preserve all contract records and documents for the entire term of this Agreement and for five (5) years after the later of: (i) the date of submission of Engineer's final services, or (ii) until all claims (if any) regarding the Agreement are resolved. During such period of time, Engineer shall retain and maintain all records and make such records available for an audit as may be requested by Owner. The records shall be subject at all times to inspection, review, or audit by Owner, which may, at any time and for any reason whatsoever, review, audit, copy, examine and investigate in any manner, any records of Engineer which include, but are not limited to, papers, books, documents, vouchers, bills, invoices, requests for payment, accounting records, and other supporting documentation, which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Agreement.

9. Whenever the term "Contractor" is used in the Contract Documents it shall refer to and mean "Construction Manager" or the "Contractor" as the case may be for the specific Project.

**10. No Use of Funds for Lobbying or Litigation.** Engineer shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Engineer shall not use any funds received pursuant to this Agreement for any legal action against Owner.

**11. Discriminatory Vendor List.** Engineer represents that it is not on the State's discriminatory vendor list and that for services related to this Agreement, Engineer shall not transact business with any entity that has been placed on the State's discriminatory vendor list.

**12 No Contingency Fees.** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**13. Schedule.** Engineer shall perform its services in accordance with the schedule set forth in Exhibit "A".

14. Whenever the term, "AIA Document A201-2017" is used in the Contract Documents, it shall refer to and mean the Town's revised AIA A201-2017, Revised General Conditions of the Contract for Construction.

15. Engineer is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, as applicable.

**16. E-Verify.** Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by Engineer during the term of this Agreement; and Engineer shall expressly require any subconsultants to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subconsultants during the contract term. The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

The employment by Engineer or any of its subconsultants of unauthorized aliens, as described by Section 274A(e) of the Immigration and Nationalization Act, shall be cause for termination of this Agreement. **Only those employees determined eligible to work within the United States shall be employed under this Agreement.**

17. **No Smoking.** Smoking and all tobacco products are prohibited on the Project site and prohibited anywhere on Owner's property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

18. **Proposal Terms Not Incorporated.** In the event Engineer has presented a proposal to Owner which may contain terms and conditions other than a description of the scope of Services, such terms and conditions shall not be valid, shall not be enforceable, and shall not be considered a part of this Agreement. Only the description of the scope of Services to be performed shall be considered a part of this Agreement.

19. **COVID19.** Engineer's Fees include all amounts necessary to comply with all regulations, ordinances, and laws concerning COVID19, including PPE, sanitation, and social distancing requirements.

20. **Scrutinized Companies List.**

a. By executing this Agreement, Engineer certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Owner may immediately terminate this Agreement for cause if the Engineer is found to have submitted a false certification as to the above or if the Engineer is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Owner determines that the Engineer has submitted a false certification, Owner will provide written notice to the Engineer. Unless the Engineer demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner's determination of false certification was made in error, Owner shall bring a civil action against the Engineer. If Owner's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Engineer, and the Engineer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner's determination of false certification by the Engineer.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

21. **CADD.** The Engineer shall provide copies of the Design Documents to Owner prepared in 3D Revit, Sketchup, Autocad, or another CADD format approved by Owner.

22. **Subconsultants.** All subconsultants utilized by Engineer for the Project are subject to the approval of Owner. After approval from Owner, the Engineer shall not remove or substitute any of the subconsultants without the written consent of Owner which consent shall not be unreasonably withheld.

23. Engineer shall coordinate and conduct with the Owner and Engineer a Project Warranty Inspection at the Project site on a mutually convenient date within the 14 day period before the expiration of the Contractor's one (1) year warranty period.

24. The terms and conditions of any subconsultant agreements with Engineer shall not be binding on Owner regardless if Owner has approved the use of the subconsultant or their scope and fee.

25. The provisions of Florida Statute Chapter 558 are waived by both Parties and shall not be applicable to this Agreement.

26. Engineer shall indemnify and hold harmless the Owner and its officials, officers and employees to the fullest extent permitted by law from and against all claims, damages, losses, and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Engineer and any other persons employed or utilized by Engineer in the performance of this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

27. Not used.

28. Engineer is encouraged to use Florida's minority and service-disabled veteran businesses as subconsultants under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Economic Opportunity of Management Services, Office of Supplier Diversity located at:  
[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

29. Prohibited Gratuities. Engineer shall not offer or give a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of Owner.

**30. PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IN ANY CLAIM(S) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES PERFORMED IN THIS AGREEMENT, OR THE PROJECT.**

31. No Individual Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Owner, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Agreement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise. Further, Engineer waives and releases any and all claims of any kind against the individual officers, agents, employees, and representatives of the Owner.

32. Electronic Signatures. The Parties agree that this Agreement and any amendments may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement "electronic signature" includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Abode or DocuSign.

## ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Engineer.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Engineer
- .2 not used.
- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204–2017 incorporated into this Agreement.)

[ X ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement.)

(Paragraphs deleted)

Init.

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User Notes:

(826692941)

Exhibit "A" – Scope and Schedule of Services  
Exhibit "B" – Project Schedule  
Exhibit "C" – Fee Breakdown

This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*

Sean O'Keefe, Town Manager  
*(Printed name and title)*

**ENGINEER** *(Signature)*

Robert A. Ern, Jr., PE, DBIA, Vice President  
*(Printed name, title, and license number, if required)*

Init.

/



Via Email

November 20, 2023

**Exhibit A - Scope and Schedule of Services and Fees**

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.

## EXHIBIT B



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>