



VIA EMAIL csears@howey.org

August 30, 2017

Chris Sears, Mayor
Town of Howey-in-the-Hills
101 N. Palm Avenue
Howey-in-the-Hills, Florida 34737

RE: **PROPOSAL/AGREEMENT FOR TOWN OF HOWEY-IN-THE-HILLS,
WATER & WASTE WATER MASTER PLAN**

Dear Mr. Sears:

Enclosed please find our proposal for civil engineering services necessary to complete the above-referenced project, as requested. Please be sure to initial Pages 7-11, sign Page 12, and complete Page 13 for billing purposes. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Robert A. Ern, Jr., P.E.
Principal
ren@besandh.com

RAE:ml

Enclosure

Cc: Carrie King, BESH (via email)

**ENGINEERING PROPOSAL/AGREEMENT
FOR
TOWN OF HOWEY-IN-THE-HILLS

WATER & WASTEWATER
MASTER PLAN**

ENGINEERS:

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Robert A. Ern, Jr., P.E.
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 Phone
(352) 343-8495 Fax

CLIENT:

TOWN OF HOWEY-IN-THE-HILLS

Chris Sears, Mayor
101 N. Palm Avenue
Howey in the Hills, Florida 34737
(352) 227-0772 Phone
(352) 324-2126 Fax

Project: Water & Wastewater Master Plan
Client: Town of Howey-in-the-Hills
Date: August 29, 2017

Booth, Ern, Straughan & Hiott, Inc., is pleased to submit for your approval the following engineering proposal for providing water and wastewater system master planning services for the Town of Howey-in-the-Hills as outlined below:

TASK 001 POTABLE WATER SYSTEM MASTER PLAN

Booth, Ern, Straughan & Hiott, Inc. (BESH), will produce a Water System Master Plan to be utilized by the Town in planning for expansion of the existing system, identifying estimated locations and costs for "capital" expansion components. The results of the Master Plan will be utilized by others in updating impact fees and rate schedules, as well as timing major system improvements. This analysis shall generally include the following information:

1. Review of the Town's Utility Service Area with the Town Planner for the purposes of determining the ultimate potential water population to be served within the 20 year planning future. Review of existing Town operating records will be utilized to determine water use rates within the existing service area. The population projections and usage rates will be utilized to forecast future water demands. Note: Town Planner will provide BESH with the 20-year population projections necessary to complete the report.
2. Evaluation of the existing infrastructure and determination and analysis of the proposed Capital infrastructure required for the production, treatment and distribution of potable water throughout the service area, as necessary to serve the 20 year projected demands. This task would include an analysis of the Town's existing water treatment plants and make recommendations for future expansions, as well as provide time lines for said expansions and cost estimates for the expansions.
3. BESH will work with the Town to prepare a new Capital Water Line Map, showing the location and size of all existing, as well as anticipated, future capital water lines anticipated for serving the Town's service area.
4. Site visits with Public Works staff and plant operators to all water treatment plants, etc.
5. Examination of all Town maps of existing distribution system improvements.
6. Based upon the above information, BESH shall provide cost estimates for both the anticipated treatment plant upgrades, as well as all capital lines proposed for future installation. Said information shall be made available to a rate consultant for use in preparing future rate and impact fee changes.

Fee: \$17,600.00

Note: Town will provide BESH with digital copies of all existing Town water line maps, including sizes and locations. Town will also provide BESH with a copy of the Town's existing hydraulic model, and with copies of all existing water treatment plant permits, as well as any engineering documentation utilized in obtaining said permits.

TASK 002 PREPARE WATER SYSTEM HYDRAULIC MODEL (optional)

Booth, Ern, Straughan & Hiott, Inc. (BESH), will prepare a hydraulic model for the existing Town of Umatilla water system for the Town's use in evaluating flows and pressures throughout the Town, which includes all lines 3" in diameter and larger. The model will be utilized for evaluating and identifying problem areas in the pressure system, will be useful in determining future system upgrades, and will be available to Public Works staff for use in evaluating the impacts of proposed connections to the existing system (i.e. new subdivisions, etc.). The model will also be useful for determining available fire flows throughout the Town. The model will be constructed utilizing the WaterCad hydraulic modeling software written by Haestad Methods. At the conclusion of the modeling, a hard copy of the results, as well as a copy of the model on CD Rom will be provided to the Town for their use. The model will also be made available to other engineering design firms, at the Town's request, for their use in evaluating new connections to the Town's system.

FEE: \$9,400.00 (Not to Exceed)

Note: The Town will be required to provide to the Engineer copies of the most recent Town maps, showing utilities, roadways, lots, easements, etc. In addition, the Town will be required to provide to the Engineer a copy of all recent and proposed development plans available in an electronic format, as provided to the Town by other engineers. It will also be necessary for the Town to conduct fire hydrant flow testing at several areas throughout the system and provide the flow test results to the Engineer.

TASK 003 WASTEWATER MASTER PLAN

Booth, Ern, Straughan & Hiott, Inc. (BESH), will produce a Wastewater System Master Plan to be utilized by the Town in planning for expansion of the existing collection system, identifying estimated locations and costs for "capital" expansion components. The results of the Master Plan will be utilized by others in updating impact fees and rate schedules, as well as timing major system improvements. This analysis shall generally include the following information:

1. Review of the Town's Utility Service Area with the Town Planner for the purposes of determining the ultimate potential wastewater population to be served within the 20 year planning future. Review of existing Town operating records will be utilized to determine wastewater production rates within the existing service area. The population projections and usage rates will be utilized to forecast future wastewater generation. Note: Town Planner will provide BESH with the 20-year population projections necessary to complete the report.
2. Evaluation of the existing infrastructure and determination and analysis of the proposed Capital infrastructure required for the collection and transmission of wastewater from throughout the service area, as necessary to serve the 20 year projected demands. It is understood that the Town does not have a wastewater treatment plant, and currently contracts with a private provider for this service. Therefore, no treatment options shall be evaluated.

Project: Water & Wastewater Master Plan
Client: Town of Howey-in-the-Hills
Date: August 29, 2017

3. BESH will work with the Town to prepare a new Capital Sewer Line Map, showing the location and size of all existing, as well as anticipated, future capital gravity and force mains, and lift stations anticipated for serving the Town's service area.
4. Examination of all Town maps of existing collection and transmission system improvements.
5. Based upon the above information, BESH shall provide cost estimates for both the anticipated treatment plant upgrades, as well as all capital lines proposed for future installation. Said information shall be made available to a rate consultant for use in preparing future rate and impact fee changes.

Fee: \$7,600.00

Note: Town will provide BESH with digital copies of all existing Town wastewater line maps, including sizes and locations.

Project: Water & Wastewater Master Plan
Client: Town of Howey-in-the-Hills
Date: August 29, 2017

FEE SUMMARY

TASK	AMOUNT
TASK 001	\$ 17,600.00
TASK 002	\$ 9,600.00
TASK 003	\$ 7,600.00
TOTAL	\$ 34,800.00

THIS PROPOSAL/AGREEMENT DOES NOT INCLUDE THE FOLLOWING:

1. Utility Rate Study
2. Utility Impact Fee Study
3. Engineering Design Services
4. Reimbursables (printing, copying, etc)

**HOURLY RATE SCHEDULE
(2017)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL ENGINEER	\$135.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$100.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$115.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
SURVEY TECHNICIAN III	\$35.00/HOUR
TITLE RESEARCHER	\$115.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....	\$1.25
24 x 36.....	\$2.50

Color Copies

11 x 17.....	\$2.00
24 x 36.....	\$6.00

Black & White Copies

8 ½ x 11.....	\$0.10
8 ½ x 14.....	\$0.10
11 x 17.....	\$0.20

Color Copies

8 ½ x 11.....	\$0.25
8 ½ x 14.....	\$0.25
11 x 17.....	\$0.45

Other Printing Services

24 x 36 Mylar.....	\$12.00
24 x 36 Photo Paper, Color.....	\$36.00
24 x 36 Foam Board.....	\$30.00

Other Services

Fax/Scan.....	\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)....@ cost	
Concrete Monuments.....	\$11.00
Rebar.....	\$2.00
Mileage (T/M Projects Only).....	\$0.59

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of Town of Howey ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client

outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be

performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

**H. STATEMENT REGARDING DESIGN PROFESSIONALS
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

AUTHORIZATION TO PROCEED

**PROPOSAL FOR ENGINEERING & PERMITTING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2017.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature _____



Signature _____

By: _____

Robert A. Ern, Jr.

By: _____

Title: _____

Principal

Title: _____

CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?:

YES: _____

NO: _____

(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____