

TIERRA VERDE LIFT STATION				1		2		3		4		5	
				TLC Diversified, Inc 2719 17th Street Ease Palmetto, FL 34221		McKenzie Contracting LLC 7712 E. Broadway Ave Tampa, FL 33619		K&R 5219 Cone Road Tampa, FL 33610		EESI 601 N East Coast Avenue Lantana, FL 33462		Westra 1263 12th Ave E Palmetto, FL 34221	
ITEM	DESCRIPTION	EST. QTY.	U/M	BID PRICE PER UNIT	TOTAL BID PRICE	BID PRICE PER UNIT	TOTAL BID PRICE	BID PRICE PER UNIT	TOTAL BID PRICE	BID PRICE PER UNIT	TOTAL BID PRICE	BID PRICE PER UNIT	TOTAL BID PRICE
1	Mobilization(10%)	1	LS	\$ 81,000.00	\$ 81,000.00	\$ 158,100.00	\$ 158,100.00	-	-	-	-	-	-
2	As-Builts	1	LS	\$ 2,385.00	\$ 2,385.00	\$ 35,000.00	\$ 35,000.00	-	-	-	-	-	-
3	Erosion and Sediment Control	1	LS	\$ 4,100.00	\$ 4,100.00	\$ 25,000.00	\$ 25,000.00	-	-	-	-	-	-
4	Demolish Valve Vault, Concrete Slab, Electrical Equipment, Control Panel, Antenna and Pump Station Piping System including Pumps, Valves and Associated Appurtenances	1	LS	\$ 14,800.00	\$ 14,800.00	\$ 63,000.00	\$ 63,000.00	-	-	-	-	-	-
5	Demolition and Disposal - 18" Sanitary Sewer	62	LF	\$ 65.00	\$ 4,030.00	\$ 225.00	\$ 13,950.00	-	-	-	-	-	-
6	Demolition and Disposal - 8" Force Main	25	LF	\$ 70.00	\$ 1,750.00	\$ 150.00	\$ 3,750.00	-	-	-	-	-	-
7	CIPP Lining, Including Cleaning, Lining, Chemical Sealing, and Liner Testing of 18" Gravity Sewer	105	LF	\$ 425.00	\$ 44,625.00	\$ 525.00	\$ 55,125.00	-	-	-	-	-	-
8	Clean and Line Existing Wet Well	1	LS	\$ 30,500.00	\$ 30,500.00	\$ 30,000.00	\$ 30,000.00	-	-	-	-	-	-
9	Connection to Proposed Wet Well	2	EA	\$ 650.00	\$ 1,300.00	\$ 7,500.00	\$ 15,000.00	-	-	-	-	-	-
10	By-Pass Pumping	3	EA MONTH	\$ 16,100.00	\$ 48,300.00	\$ 17,500.00	\$ 52,500.00	-	-	-	-	-	-
11	Wet Well Structural Concrete	1	LS	\$ 291,000.00	\$ 291,000.00	\$ 425,000.00	\$ 425,000.00	-	-	-	-	-	-
12	18" PVC SDR26 (Direct Bury) Including Excavation, Restraints, Fittings, Dewatering	65	LF	\$ 670.00	\$ 43,550.00	\$ 275.00	\$ 17,875.00	-	-	-	-	-	-
13	Valve Vault	1	LS	\$ 13,500.00	\$ 13,500.00	\$ 15,000.00	\$ 15,000.00	-	-	-	-	-	-
14	Force Main Connection and Lift Station Shutdown	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 15,000.00	-	-	-	-	-	-
15	Precast Concrete Doghouse Manhole	1	EA	\$ 72,250.00	\$ 72,250.00	\$ 20,000.00	\$ 20,000.00	-	-	-	-	-	-
16	Grout and Fill 8" Force Main	2	CY	\$ 1,550.00	\$ 3,100.00	\$ 900.00	\$ 1,800.00	-	-	-	-	-	-
17	Metered Reclaim Water Line Service and Hose Bib	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	-	-	-	-	-	-
18	2" Above Ground Air Release Valve Assembly	1	EA	\$ 9,250.00	\$ 9,250.00	\$ 7,500.00	\$ 7,500.00	-	-	-	-	-	-
19	Flood Tight Wet Well Hatch and Valve Vault Hatches, Submersible Pumps and Controls including Pressure Transducer Guide Rails, Brackets, and Floats	1	LS	\$ 69,000.00	\$ 69,000.00	\$ 350,000.00	\$ 350,000.00	-	-	-	-	-	-
20	Mechanical Piping and Improvements Including all Fittings, Valves, and Supports, Camlock, and Pressure Gauge	1	LS	\$ 38,000.00	\$ 38,000.00	\$ 250,000.00	\$ 250,000.00	-	-	-	-	-	-
21	Electrical I&C	1	LS	\$ 32,000.00	\$ 32,000.00	\$ 125,200.00	\$ 125,200.00	-	-	-	-	-	-
22	Tree/Landscaping Support and Restoration	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 65,000.00	\$ 65,000.00	-	-	-	-	-	-
		BID TOTAL			\$ 828,440.00		\$ 1,749,300.00		NO BID		NO BID		NO BID

**SECTION 00410 BID
FORM (LUMP SUM)**

PART 1 GENERAL

1.1 Description

The following Bid, for the (1) Tierra Verde Lift Station, is hereby made to (2) Utilities, Inc., hereafter called the Owner. This Bid is submitted by (3) TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221
(941) 722-0621

(1) Name of Project as shown in the Invitation for Bids
(2) Owner
(3) Name, address, and telephone number of Bidder

1.2 The Undersigned:

- A. Acknowledges receipt of:
 - 1. Project Manual and Drawings identified within the Project Manual.
 - 2. Addenda: Number N/A Dated _____
 Number _____ Dated _____
 Number _____ Dated _____
 Number _____ Dated _____

- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

- C. Agrees:
 - 1. To hold this Bid open for 90 calendar days after the bid opening date.
 - 2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
 - 3. To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.
 - 4. To accomplish the work in accordance with the Contract Documents.

5. To begin work not later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided, and substantially complete the work within **180** calendar days of the date of the Notice to Proceed.
6. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

1.3 Lump Sum Price

The undersigned will construct this project for the Base Bid Lump Sum Price of \$ _____
Eight hundred twenty eight thousand Dollars (\$ 828,440).
four hundred and forty dollars

1.4 Schedule of Values

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to construction of each project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits. Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed.

PROPOSED IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization (10%)	1	LS	81,000	81,000
2	As-Builts	1	LS	2,385	2,385
3	Erosion and Sediment Control	1	LS	4,100	4,100
4	Demolish Valve Vault, Concrete Slab, Electrical Equipment, Control Panel, Antenna and Pump Station Piping System Including Pumps, Valves and Associated	1	LS	14,800	14,800
5	Demolition and Disposal – 18" Sanitary Sewer	62	LF	65.00	4,030
6	Demolition and Disposal – 8" Force Main	25	LF	70.00	1,750
7	CIPP Lining, Including Cleaning, Lining, Chemical Sealing, and Liner Testing of 18" Gravity Sewer	105	LF	425.00	44,625
8	Clean and Line Existing Wet Well	1	LS	30,500	30,500
9	Connection to Proposed Wet Well	2	EA	650	1,300
10	By-Pass Pumping	3	EA Month	16,100	48,300
11	Wet Well Structural Concrete	1	LS	291,000	291,000
12	18" PVC SDR26 (Direct Bury) Including Excavation, Restraints, Fittings, Dewatering	65	LF	670.00	43,550
13	Valve Vault	1	LS	13,500	13,500
14	Force Main Connection and Lift Station Shutdown	1	LS	1,500	1,500
15	Precast Concrete Doghouse Manhole	1	EA	72,250	72,250
16	Grout and Fill 8" Force Main	2	CY	1,550	3,100
17	Metered Reclaim Water Line Service and Hose Bib	1	EA	2,500	2,500
18	2" Above Ground Air Release Valve Assembly	1	EA	9,250	9,250
19	Flood Tight Wet Well Hatch and Valve Vault Hatches, Submersible	1	LS	69,000	69,000
20	Mechanical Piping and Improvements Including All Fittings, Valves, and Supports, Camlock, and Pressure Gauge	1	LS	38,000	38,000
21	Electrical I&C	1	LS	32,000	32,000
22	Tree/Landscaping Support and Restoration	1	LS	20,000	20,000
TOTAL LUMP SUM PRICE (BASE BID) \$				828,440.00	

1.5 Miscellaneous Requirements and Affirmations

- A. Proposals (Bids) must be on the Bid Form.

- B. I have attached the following required fully executed forms to this Bid:
 - 1. Bid Security complying with the requirements of the Bidding Documents.
 - 2. Trench Safety Statement - Section 00430

1.6 RESPECTFULLY SUBMITTED, signed and sealed this 7th day of November
2019.

TLC Diversified, Inc.

Contractor


X

By (Signature)

November 07, 2019

Date

Dalas Lamberson/Vice President

Printed Name and Title

2719 17th Street East

Business Address

Palmetto, FL 34221

City

State

Zip Code

(CORPORATE SEAL)

(941) 722-0621

Telephone No.

(941) 722-1382

Facsimile No.

tlamberson@tlcdiv.com

E-Mail Address

ATTEST:

X

By (Signature)

November 07, 2019

Date

Tiffany Taylor/Asst. Secretary

Printed Name and Title

**END OF
SECTION**

SECTION 00410 BID

FORM (LUMP SUM)

PART 1 GENERAL

1.1 Description

The following Bid, for the (1) TIERRA VERDE LIFT STATION, is hereby made to (2) UTILITIES INC. OF FLORIDA, hereafter called the Owner. This Bid is submitted by (3) MCKENZIE CONTRACTING LLC.
7712 E. BROADWAY AVE
TAMPA, FL. 33619
813-454-4429

(1) Name of Project as shown in the Invitation for Bids

(2) Owner

(3) Name, address, and telephone number of Bidder

1.2 The Undersigned:

A. Acknowledges receipt of:

1. Project Manual and Drawings identified within the Project Manual.

2. Addenda:	Number	<u>N/A</u>	Dated	<u>N/A</u>
	Number	<u> </u>	Dated	<u> </u>
	Number	<u> </u>	Dated	<u> </u>
	Number	<u> </u>	Dated	<u> </u>

B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the bid opening date.

2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

3. To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.

4. To accomplish the work in accordance with the Contract Documents.

5. To begin work not later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided, and substantially complete the work within **180** calendar days of the date of the Notice to Proceed.
6. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

1.3 Lump Sum Price

The undersigned will construct this project for the Base Bid Lump Sum Price of \$ _____
ONE MILLION SEVEN HUNDRED FORTY NINE THOUSAND THREE HUNDRED Dollars (\$ 1,749,300.00).

1.4 Schedule of Values

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to construction of each project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits. Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed.

BID FORM TIERRA VERDE LIFT STATION					
ITEM	DESCRIPTION	EST. QTY.	U/M	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
1	Mobilization(10%)	1	LS	\$158,100.00	\$158,100.00
2	As-Builts	1	LS	\$35,000.00	\$35,000.00
3	Erosion and Sediment Control	1	LS	\$25,000.00	\$25,000.00
4	Demolish Valve Vault, Concrete Slab, Electrical Equipment, Control Panel, Antenna and Pump Station Piping System including Pumps, Valves and Associated Appurtenances	1	LS	\$63,000.00	\$63,000.00
5	Demolition and Disposal - 18" Sanitary Sewer	62	LF	\$225.00	\$13,950.00
6	Demolition and Disposal - 8" Force Main	25	LF	\$150.00	\$3,750.00
7	CIPP Lining, Including Cleaning, Lining, Chemical Sealing, and Liner Testing of 18" Gravity Sewer	105	LF	\$525.00	\$55,125.00
8	Clean and Line Existing Wet Well	1	LS	\$30,000.00	\$30,000.00
9	Connection to Proposed Wet Well	2	EA	\$7,500.00	\$15,000.00
10	By-Pass Pumping	3	EA MONTH	\$17,500.00	\$52,500.00
11	Wet Well Structural Concrete	1	LS	\$425,000.00	\$425,000.00
12	18" PVC SDR26 (Direct Bury) Including Excavation, Restraints, Fittings, Dewatering	65	LF	\$275.00	\$17,875.00
13	Valve Vault	1	LS	\$15,000.00	\$15,000.00
14	Force Main Connection and Lift Station Shutdown	1	LS	\$15,000.00	\$15,000.00
15	Precast Concrete Doghouse Manhole	1	EA	\$20,000.00	\$20,000.00
16	Grout and Fill 8" Force Main	2	CY	\$900.00	\$1,800.00
17	Metered Reclaim Water Line Service and Hose Bib	1	LS	\$5,500.00	\$5,500.00
18	2" Above Ground Air Release Valve Assembly	1	EA	\$7,500.00	\$7,500.00
19	Flood Tight Wet Well Hatch and Valve Vault Hatches, Submersible Pumps and Controls including Pressure Transducer Guide Rails, Brackets, and Floats	1	LS	\$350,000.00	\$350,000.00
20	Mechanical Piping and Improvements Including all Fittings, Valves, and Supports, Camlock, and Pressure Gauge	1	LS	\$250,000.00	\$250,000.00
21	Electrical I&C	1	LS	\$125,200.00	\$125,200.00
22	Tree/Landscaping Support and Restoration	1	LS	\$65,000.00	\$65,000.00
TOTAL LUMP SUM BID					\$1,749,300.00

1.5 Miscellaneous Requirements and Affirmations

- A. Proposals (Bids) must be on the Bid Form.
- B. I have attached the following required fully executed forms to this Bid:
 - 1. Bid Security complying with the requirements of the Bidding Documents.
 - 2. Trench Safety Statement - Section 00430

1.6 RESPECTFULLY SUBMITTED, signed and sealed this 6th day of November

MCKENZIE CONTRACTING LLC

Contractor

By (Signature)

Date

OLIVER D. FERNANDEZ JR OWNER/MEMBER

Printed Name and Title

7712 E. BROADWAY AVE.

Business Address

TAMPA

FL

33619

City

State

Zip Code

(CORPORATE SEAL)

813-454-4429

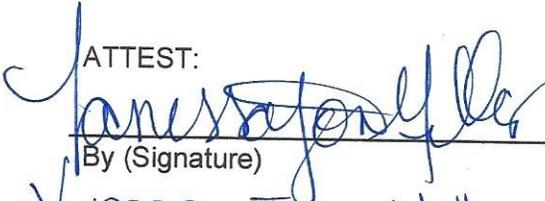
Telephone No.

Facsimile No.

DAN.FERNANDEZ@MCKENZIECONTRACTINGLLC.COM

E-Mail Address

ATTEST:



11/06/2019

By (Signature)

Date

Vanessa Jones Miller Accountant

Printed Name and Title

END OF SECTION



July 27, 2017

Mike Wilson
Utilities Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

Re: Professional Services Agreement for Tierra Verde Lift Station #4 Improvements
Utilities Inc. of Florida
Pinellas County, Florida

Dear Mr. Wilson:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Utilities Inc. of Florida ("Client") for providing design, permitting, and construction services for the Tierra Verde Lift Station #4 (LS 4) Improvements.

Project Understanding

The existing lift station is located along Madonna Blvd in Tierra Verde, FL. The lift station discharges through a 10-inch force main to a manhole along Pinellas Bayway S (SR 679). The piping in the lift station wet well and valve vault is severely corroded and in need of replacement. In addition, the invert of the gravity pipe coming into the station is at the base of wet well below the low water elevation, causing surcharging in the upstream gravity system. The intent of the proposed lift station improvements is to construct a new lift station wet well and valve vault within the right-of-way northwest of the existing station and to rehabilitate the existing wet well. The existing wet well is intended to be used as a manhole for gravity flow to allow the existing gravity main entering the station to remain in service. Flow will be routed from the existing to the proposed wet well through a new gravity main. The existing electrical service will also need to be relocated.

Scope of Services

TASK 1 – DESIGN

Kimley-Horn will design the proposed lift station improvements using a survey of the surrounding area. A survey of this section of Madonna Blvd is included as part of Task 1 of our scope of services. The proposed survey will be tied into set benchmarks. Geotechnical engineering will also be required for the wet well design. Geotechnical services for one (1) forty-foot bore is included as part of Task 1 of our services.

Construction plans will be setup in 11" x 17" format. Plans will include the following sheets:

- Standard Cover sheet
- General Notes and Legend
- Lift Station Site Plan and Demolition Plan
- Lift Station Mechanical and Structural Plan
- Lift Station Electrical Plan
- Plan and Profile sheets for proposed gravity main (1=20' horizontal) and (1=2' vertical) (if required)
- Typical details and additional items that may be required

Plans will be delivered to the Client electronically for review and comment at the 60% and 90% design phases. Kimley-Horn will meet with staff onsite to review and discuss any comments. Kimley-Horn will revise the plans as necessary and resubmit to the Client. Kimley-Horn will prepare quantity take-offs and



an opinion of probable cost and inform Client during the design process of cost changes caused by significant design changes that increase the project construction cost.

TASK 2 – PERMITTING

Kimley-Horn will prepare and submit the FDEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System, Form 62-604.300(8)(a). This application carries a permit application fee of \$250, for Notice of Intent to Use a General Permit. Kimley-Horn will provide all supporting documentation along with the permit.

Note: FDEP permit fees will be paid for by Kimley-Horn and will be included as a reimbursable expense.

Note: Contractor shall be responsible for submitting and obtaining a Pinellas County right-of-way permit if required. Kimley-Horn will provide the contractor the supporting documentation.

Any additional permitting requirements, beyond those listed herein, would be considered an Additional Service.

TASK 3 – SERVICES DURING CONSTRUCTION

Kimley-Horn will coordinate with a minimum of three (3) pre-selected contractors for distribution of plans. Kimley-Horn will provide clarifications during the bidding phase to technical inquiries received and provide language for addenda, as necessary, and issue them to the contractor. Following receipt of the bids, Kimley-Horn will review provide a letter of recommendation to the Client.

Kimley-Horn will coordinate a Pre-Construction Conference prior to commencement of work at the site. Kimley-Horn will provide five (5) copies of signed and sealed Conformed Documents to the contractor for the Pinellas County right-of-way permit if required.

Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit based on permit conditions, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Consultant will make up to two (2) visits during construction to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct,



or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Consultant will, promptly after notice from Contractor that it considers the entire work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Environmental
- Public Involvement

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

- As-Builts

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Access to the Site

Kimley»Horn

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Consultant.

Task 1 Design (Includes Survey, Geotech, and Electrical)	\$39,200.00
Task 2 Permitting (Includes Fee)	\$ 3,800.00
Task 3 Construction Phase Services	\$12,300.00
Total Lump Sum Fee	\$55,300.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Utilities Inc. of Florida.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to mawilson@uiwater.com

Please copy _____

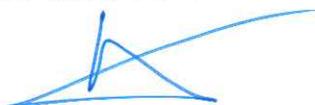
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

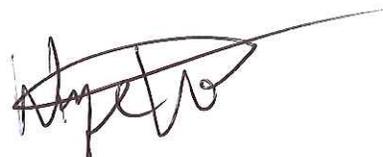
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: W. Wade Wood, III, P.E.
Senior Project Manager



Wayne White, P.E.
Associate



**Utilities Inc. of Florida
A Corporation**

By:

_____, President/Vice President

(Date)

(Print or Type Name)

(Email Address)

Attest:

_____, Secretary/Assistant Secretary

(Print or Type Name)

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: 200 Weathersfield Avenue
Altamonte Springs, FL 32714

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract

Client Identification

Full, Legal Name of Client	Utilities Inc. of Florida				
Mailing Address for Invoices	200 Weathersfield Avenue Altamonte Springs, FL 32714				
Contact for Billing Inquiries	Mike Wilson				
Contact's Phone and e-mail	(407) 468-3268 mawilson@uiwater.com				
Client is (check one)	Owner	<input checked="" type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner



August 9, 2019

Mike Wilson
Utilities Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

Re: Professional Services Agreement for Tierra Verde Lift Station #4 Redesign
Utilities Inc. of Florida
Pinellas County, Florida

Dear Mr. Wilson:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Utilities Inc. of Florida ("Client") for providing design, permitting, and construction services for the Tierra Verde Lift Station #4 (LS 4) Redesign.

Project Understanding

The existing lift station is located along Madonna Blvd in Tierra Verde, FL. The lift station discharges through a recently replaced 8-inch PVC and HDPE force main to a manhole along Pinellas Bayway S (SR 679). The piping in the lift station wet well and valve vault is severely corroded and in need of replacement. In addition, the invert of the gravity pipe coming into the station is at the base of wet well below the low water elevation, causing surcharging in the upstream gravity system. The intent of the proposed lift station improvements is to construct a new lift station wet well and valve vault within the right-of-way northwest of the existing station. The existing wet well will be rehabilitated and converted into a manhole, and flow will be rerouted from this manhole through a new gravity main. The existing electrical service will also need to be relocated.

The lift station was initially designed and permitted as part of the Tierra Verde Sanitary Sewer Improvements Project, however, increased construction costs and the conflicting FDOT improvements along Madonna Blvd. will require the lift station to be redesigned and value-engineered. The lift station was previously permitted with FDEP and will only require deviations from the original design to be described in the permit close out process.

Scope of Services

TASK 1 – REDESIGN

Kimley-Horn will redesign the proposed lift station improvements based on the value engineering completed as part of the Tierra Verde Sanitary Sewer Improvements Project. The proposed changes to the lift station design plans and specifications include the following:

- Shifting the proposed lift station to the Northwest to reduce sheeting, bypassing, MOT and support of the existing wet well to prevent undermining during construction
- Modifying gravity pipe design for new lift station location
- Evaluating the wet well installation method based on the geotechnical results to reduce wet well size from 8-ft to 6-ft, and removing the tremie plug design if possible
- Developing Landscaping plan required for Pinellas County ROW Permit
- Updated front end specifications, construction schedule, bid form, and opinion of probable construction cost



It is assumed that the lift station will be constructed following the completion of the 2019 FDOT Pinellas Bayway Improvement Projects, and that the proposed lift station plan will be based on the proposed changes to Madonna Blvd. Additional geotechnical investigations will also be required for the wet well placement and design. Geotechnical services for two (2) 40-foot SPT bores are included as part of Task 1 of our services.

Construction plans will be set up in 11" x 17" format. Plans will include the following sheets:

- Standard Cover sheet
- General Notes and Legend
- Lift Station Site Plan and Demolition Plan
- Lift Station Mechanical and Structural Plan
- Lift Station Landscaping Plan
- Lift Station Electrical Plan
- Typical details

Plans will be delivered to the Client electronically for review and comment following the redesign. Kimley-Horn will revise the plans up to three (3) times to address comments and will resubmit to the Client. Kimley-Horn will prepare quantity take-offs and an opinion of probable construction cost and inform Client during the design process of cost changes caused by significant design changes that increase the project construction cost.

TASK 2 – BIDDING AND SERVICES DURING CONSTRUCTION

Kimley-Horn will coordinate with a minimum of five (5) pre-selected contractors for distribution of plans. Kimley-Horn will provide clarifications during the bidding phase to technical inquiries received and provide language for addenda, as necessary, and issue them to the contractor. Following receipt of the bids, Kimley-Horn will review provide a letter of recommendation to the Client.

Kimley-Horn will coordinate a Pre-Construction Conference prior to commencement of work at the site. Kimley-Horn will provide five (5) copies of signed and sealed Conformed Documents to the contractor for the Pinellas County right-of-way permit if required.

Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit based on permit conditions, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Kimley-Horn will make up to four (4) visits during construction to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall



not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Consultant will, promptly after notice from Contractor that it considers the entire work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

Consultant will conduct a fifth, final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Survey
- Environmental
- Public Involvement

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

- As-Builts

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Access to the Site



Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Consultant.

Task 1 Design (Includes Geotechnical Services - \$3,500.00)	\$15,000.00
Task 2 Bidding and Construction Phase Service	\$15,000.00
Total Lump Sum Fee	\$30,000.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley»»Horn

Utilities Inc. of Florida
A Corporation

By: , President/Vice President

SEPT. 13, 2019
(Date)

PATRICK C FLYNN, VP
(Print or Type Name)

pcflyn@uiwater.com
(Email Address)

Attest: , **REGIONAL MANAGER**
Secretary/Assistant Secretary

MICHAEL A. WILSON
(Print or Type Name)

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: 200 Weathersfield Avenue
Altamonte Springs, FL 32714

Attachment – Request for Information
Attachment – Standard Provisions
Request for Information

Please return this information with your signed contract

Client Identification

Full, Legal Name of Client	Utilities Inc. of Florida				
Mailing Address for Invoices	200 Weathersfield Avenue Altamonte Springs, FL 32714				
Contact for Billing Inquiries	Mike Wilson				
Contact's Phone and e-mail	(407) 468-3268 mawilson@uiwater.com				
Client is (check one)	Owner	<input checked="" type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner
				<input type="checkbox"/>	<input type="checkbox"/>

Payment for this invoice is due within 25 days of receipt.

UTILITIES, INC. OF FLORIDA AND AFFILIATE
 ATTN: MIKE WILSON
 200 WEATHERSFIELD AVENUE
 ALTAMONTE SPRINGS, FL 32714

Invoice No: 16785740
 Invoice Date: May 31, 2020
 Invoice Amount: \$15,000.00
 Project No: 140056009.1
 Project Name: UTILITY CONFLICT COORD
 Project Manager: HUGHES, SHELBY

Please send payments to:
 KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 932520
 ATLANTA, GA 31193-2520

Client Reference:

For Services Rendered through May 31, 2020

Federal Tax Id: 56-0885615

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TIERRA VERDE FDOT CONFLICT COORDINATION	15,000.00	100.00%	15,000.00	0.00	15,000.00
Subtotal	15,000.00	100.00%	15,000.00	0.00	15,000.00
Total LUMP SUM					15,000.00

DESCRIPTION OF SERVICES PERFORMED:

TIERRA VERDE FDOT CONFLICT COORDINATION

- 3 SITE VISITS.
- FDOT CORRESPONDENCE.
- COORDINATION WITH CONTRACTORS FOR ESTIMATE.
- CONDUIT REPLACEMENT PLAN AND PROFILE.
- GRAVITY MAIN CONFLICT PLAN AND PROFILE.
- FDOT EMERGENCY PERMITTING.

Total Invoice: \$15,000.00

SECTION 00510

NOTICE OF AWARD FORM

To: **TLC Diversified, Inc.**
2719 17th Street East
Palmetto, FL 34221

Project Name and Bid No.: **Tierra Verde Lift Station**

The OWNER has considered the BID submitted by you, dated November 7th, 2019 for the above described WORK in response to the Invitation for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for BID items in the amount of \$ 828,440.00 .

You are required by the Instructions to Bidder to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds and insurance within fourteen (14) calendar days from receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 17th day of December 2019.

OWNER:

 Utilities Inc. Of Florida

(Name of OWNER)

 Patrick C. Flynn

By (Signature)

 Patrick C. Flynn, Vice President

(Printed Name and Title)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by Thurston Lamberson this 19th day of December , 2019.

X
By

 Thurston Lamberson

Printed Name and Title

END OF SECTION

00510-1

SECTION 00520

AGREEMENT FORM (LUMP SUM)

PART 1 GENERAL

1.01 THIS AGREEMENT, made this 17th day of December 2019, by and between Utilities Inc. of Florida, hereinafter called the Owner, and TLC Diversified, Inc., whose principal and local address is 2719 17th Street East, Palmetto, FL 34221, hereinafter called the Contractor.

1.02 The Owner and Contractor Agree as follows:

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the Tierra Verde Lift Station.

C. Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 180 calendar days. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$100 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (¼) of the rate set forth above.

E. Contract Price

Lump Sum Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order, the Total Contract Price of Eight hundred twenty-eight thousand four hundred and forty Dollars (\$828,440.00). Payments will be made to the Contractor based on the Lump Sum Bid amount, the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein, and subject to completion of the work, in accordance with the Contract Documents.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security to ensure completion of Work. The Owner is not obligated to reduce retainage at any time during the Contract, but may choose to do so at its discretion once the Work is at least 75% complete.

H. Engineer

The Project has been designed by Kimley-Horn and Associate, Inc., referred to in the documents as the Engineer, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

TLC Diversified, Inc.

Name of Firm

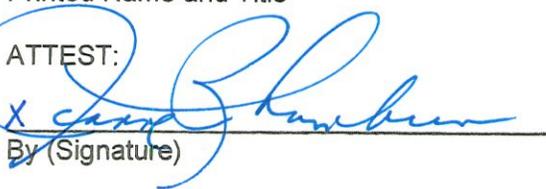
X 
By (Signature)

(SEAL)

Thurston Lamberson/ President

Printed Name and Title

ATTEST:

X 
By (Signature)

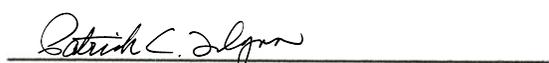
Joanne Lamberson/Secretary

Printed Name and Title

OWNER:

Utilities Inc. of Florida

Name of Owner


By (Signature)

(SEAL)

Patrick C. Flynn, Vice President

Printed Name and Title

ATTEST:

By (Signature)

Michael Wilson, Regional Manager

Printed Name and Title

END OF SECTION

