



April 10, 2020

Patrick Flynn  
Utilities Inc. of Florida  
200 Weathersfield Avenue  
Altamonte Springs, FL 32714

Re: Professional Services Agreement for Curlew Creek Manhole Rehabilitation  
Pinellas County, Florida

Dear Mr. Flynn:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Utilities Inc. of Florida ("UIF" or "Client") for providing design and permitting services for the Curlew Creek Manhole Rehabilitation.

### **Project Understanding**

Utilities Inc. of Florida owns, operates, and maintains the sanitary sewer collection system infrastructure within the Mid-County Service Area, located in Pinellas County, FL. A section of UIF gravity system upstream of Lift Station #4, located just north of the intersection of US 19 Hwy N and Boy Scout Rd, runs parallel to Curlew Creek. Over time, the creek bank has eroded and exposed the cone and part of the riser of a brick manhole that was below ground when the structure was originally constructed. The manhole is located within a Pinellas County drainage easement, and Pinellas County Right-of-Way Use Permit (RUP) will be required for work within this easement.

It is the intent of this project to provide professional engineering services for the design, permitting, bidding, and construction phase services for the manhole rehabilitation necessary to prevent damage or interruption of service to the UIF system and protect the adjacent creek as further described in scope of services below.

### **Scope of Services**

#### **Task 1 – Design and Bidding**

1. Kimley-Horn will have their sub-consultant prepare a topographic survey of the project site including the section of Curlew Creek adjacent to the manhole to be rehabilitated. Underground utilities will be depicted on the survey in accordance with visible appurtenances.
2. Kimley-Horn will provide one (1) PDF exhibit of the proposed design. The exhibit will include available existing infrastructure information previously obtained and as provided by UIF and proposed construction details for the manhole rehabilitation for bidding purposes. Kimley-Horn will provide the exhibit in electronic format to UIF for review and complete one (1) round of revisions. Complete design plans will be provided for permitting and prior to beginning construction.
3. Kimley-Horn will provide a design plan set for permitting purposes as required by Pinellas County. The plan set will be provided in PDF format for review and one (1) round of comments prior to the County permit application.

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

- Standard Cover Sheet
- General Notes and Legend
- Site Plan
- Construction Details

- SWPPP

Kimley-Horn will not prepare technical specifications as part of this task.

4. Kimley-Horn will coordinate with up to three (3) pre-selected contractors for distribution of bid packages. 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.
5. Following receipt of the bids, Kimley-Horn will review the bids for completeness and provide a letter of recommendation for award to UIF.

## **Task 2 – Permitting**

1. Kimley-Horn will prepare and submit the Pinellas County RUP application, including the necessary supporting documentation, floodplain calculations, and permit review fee.
  - Kimley-Horn will make up to two (2) resubmittals to the County under this scope of services

Kimley-Horn will inform the Client during the design/permitting process of cost changes caused by significant design changes that may increase the project construction cost.

2. Kimley-Horn will prepare and submit Exemption Clarification Request for Florida Department of Environment Protection (FDEP).

## **Task 3 – Construction Phase Services**

1. Kimley-Horn will coordinate a Pre-Construction Conference prior to commencement of work at the site. Kimley-Horn will provide signed and sealed Conformed Documents to the contractor for the right-of-way permits.
2. Kimley-Horn will review shop drawings, samples and other data which the 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.
3. Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Consultant will make up to one (1) visit 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.
4. 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.

5. The Consultant may require special inspections or tests of Contractor's work as the Consultant deems appropriate, and may receive and review certificates of inspections within the Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Consultant shall be entitled to rely on the results of such tests and the facts being certified.
6. 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.
7. 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.
8. 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.
9. Kimley-Horn will prepare Record Drawings based on the contractor's surveyed as-builts.

## **Services Not Included**

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

- Environmental
- Geotechnical
- Structural
- 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/Service Area Maps
- Existing Infrastructure Information

## **Responsibilities of Client**

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

- Access to the site



- Provide the necessary signatures, approvals, and bonds required for permit applications
- Review and comment on project deliverables

### 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/Bidding (Includes Survey and Permitting Fee)	<u>\$15,467.00</u>
<i>Topographic and Boundary Survey</i>	<u>\$2,490.00</u>
Task 2 Permitting	<u>\$7,506.00</u>
Task 3 Construction Phase Services	<u>\$5,544.00</u>
 Total Lump Sum Fee	 <u>\$28,520.00</u>

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 [mike.wilson@uiwater.com](mailto:mike.wilson@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:  Shelby N. Hughes, P.E.  
Project Manager

  
Wayne White, P.E.  
Vice President



**Utilities Inc. of Florida**

**A Corporation**

By:

*Patrick C. Flynn*, Vice President of Operations  
(Title)

April 10, 2020  
(Date)

Patrick C. Flynn  
(Print or Type Name)

patrick.flynn@uiwater.com  
(Email Address)