



July 30, 2019

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

**Re: *Professional Services Agreement for the Eagle Ridge WWTF – Development Order  
Utilities Inc. of Florida; Lee County, FL***

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 engineering services required for the Eagle Ridge WWTF Site Improvements and Development Order.

### **Project Understanding**

Kimley-Horn understands that the Client has completed site improvements on the Eagle Ridge WWTF property that were not permitted through Lee County or the South Florida Water Management District. The original site improvement design plans provided by Excel Engineering were completed for the addition of a new flow equalization tank and modular building. As part of this project, the existing equalization tanks and office trailer were to be demolished. The new modular building was permitted through the Lee County building department; however, Lee County will not grant temporary or final close out for occupancy until a land development order has been issued and the site development requirements have been addressed.

Kimley-Horn has based the Scope of Services contained in this Agreement on the following assumptions:

- Client will conduct a Geotechnical Investigation, Phase I Environmental Site Assessment (EAS), Phase II ESA, and Protected Species survey if necessary.
- Kimley-Horn assumes that there will be no off-site improvements or analysis required for this project and improvements of public infrastructure will not be required.
- Kimley-Horn has assumed the following items are excluded from the Agreement: off-site design, site lighting design, retaining and/or screen wall design, environmental services, opinion of probable cost, and any other services not specifically provided for in the scope of services below.
- The Client will provide all existing plans and survey completed for the site to date in CADD format.
- Kimley-Horn has assumed that a Traffic Impact Analysis (TIA) will not be required and therefore it is excluded from this scope. Should a TIA be required, Kimley-Horn can prepare at that time as an additional service.

- Kimley-Horn assumes the proposed project will qualify for an exemption through the South Florida Water Management District (SFWMD). If it is determined a permit is necessary an amendment will be provided for this permitting task.

**Scope of Services**

**TASK 1 ON-SITE PERMITTING PLANS \$10,500 (LS)**

Kimley-Horn will prepare On-Site Permitting Plan Documents for the subject site in general accordance with current published County design requirements. We anticipate the plan set will consist of the following:

- Cover Sheet
- General Notes Sheet
- Erosion Control Plans
- Site Plan
- Demolition Plan
- Grading & Drainage Plan (If Required)

The effort for this task will show what was originally intended to be added to the site per construction plans generated by Excel Engineering in addition to what still needs to be demolished. The plans will include additional proposed improvements required by Lee County, including the addition of a fence around the WWTF (approx. 1,500 LF), +/- 350 LF sidewalk, and +/- 400 LF landscape buffer. This task does not include coordination and integration of any additional site changes to the WWTF. This task does not include a storm water analysis or storm system design. Changes to the permitting plans resulting from Lee County Requirements after commencement of this task may be considered an additional service.

**TASK 2 LANDSCAPE/EXOTIC VEGETATION REMOVAL PLAN AND SITE WALK \$12,000 (LS)**

Kimley-Horn will complete a site walk to identify and tag all invasive species required to be removed per County standards. This site is assumed to require up to one full day of field work by two professional arborists. All tagged trees will be picked up by the surveyor (outlined in Task 3). Kimley-Horn will prepare a Landscape and Irrigation Code Plan and Exotic Vegetation Removal Plan for the project to be added to the On-Site Permitting Plan Documents. These plans will be "code minimum plans" to be included as part of the site plan and civil plan permitting submittal; and prepared in an effort to conform to published Lee County landscaping requirements.

The Landscape Plans for the site will include new and existing plant material locations as they relate to the buildings and site elements, a planting schedule specifying recommended plant species, size, specifications, and details/specifications illustrating recommended installation methods and requirements.

Deliverables for Task 1 and 2 will include one (24"x36") set of reproducible drawings.

**TASK 3 TOPOGRAPHIC AND TREE SURVEY \$16,500 (LS)**

Kimley-Horn will solicit services from ECHO UES, Inc. (ECHO) for the completion of a topographic and tree survey of the entire WWTF site to meet all Lee County requirements. The survey and tree survey will be incorporated in the Permit Plan Documents. Proposal provided by ECHO is included as an attachment for the lump sum fee included above.

**TASK 4 PERMITTING ASSISTANCE \$30,000 (H)**

Kimley-Horn will assist the Client in preparing applications, submitting the documents created in Task 1 to the applicable Jurisdictional Agencies for review, and coordination with Jurisdictional Agencies. It is Kimley-Horn's understanding that the Agencies having jurisdiction consist of:

- Lee County Land Development Order (Limited Review or Full for Small Site)
- SFWMD Exemption

This task also assumes that the required items by others be provided to Kimley-Horn in a timely fashion. Delayed submittal of these items by Client or others may result in incomplete submissions to the County and subsequent delay of the project approval process. Kimley-Horn will not be responsible for delays and rework required due to untimely submittals from other members of the project team. Should this situation arise, Kimley-Horn will perform all work to adjust plans and other submittal documents as an additional service.

**TASK 5 ADDITIONAL BOUNDARY SURVEY \$13,600 (LS)**

Kimley-Horn will solicit services from ECHO UES, Inc. (ECHO) for the completion of a boundary survey, sketch and legal description of the WWTF site per Lee County Requirements for Public Hearing Variance Submittal.

**TASK 6 ADDITIONAL PERMITTING AND DESIGN SERVICES \$12,000 (LS)**

The Lee County Limited Development Order requires a Public Hearing Variance for the deviation in setback requirement of 100 feet as specified in the Lee County Development Code. The Public Hearing Variance will require support and approval by the property owner's association (POA) and will be subject to the approval of the hearing examiner at a publicly held hearing. To assist the Client in submitting for a Variance Approval, Kimley-Horn will provide the following additional permitting and design services listed below:

Additional Permitting/Code Enforcement Coordination

- Coordination with Lee County Zoning and Code Enforcement
- Attend (1) Public Hearing for Variance VAR2019-00004
  - Materials/displays as necessary for Public Hearing
- Limited Land Development Order Resubmittal (pending changes per Public Hearing)
  - Wavier Requirement Resubmittal
  - Vegetation Removal Permit Resubmittal
- Violation Extension Requests and associated coordination (as required in July 2019, and subsequently November 2019)
- Assist the Contractor (EESI) with the required building permit applications

## Construction Plan Revisions

- Up to one (1) round of site plan/landscaping revisions
- Up to one (1) round of revisions to site renderings
- Solicit purchase and installation costs for fencing and landscaping revisions from up to three (3) local contractors selected by the Client to complete the scope of work
- Provide one (1) opinion of probable construction costs (OPC) for landscaping and fencing improvements

## Eagle Ridge Property Owners Association Coordination Services

- Up to one (1) meeting with the Eagle Ridge Property Owners Association
- Up to one (1) comment response letter

## Services Not Included

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

- Coordination/Submittal with FDEP
- 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.

- Eagle Ridge WWTF Record Drawings and Survey Information

## Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall provide access to any portion of the site if required.

Consultant and Client agree to a mutually agreed upon schedule in connection with the services set forth above. For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the Services in Task 4 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. Based on current information, Kimley-Horn estimates labor fees in the table below. Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates. Kimley-Horn will perform the services in Tasks 1, 2, 3, 5 and 6 for the total lump sum labor fee below. Individual task amounts are informational only.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

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

**LS** = Lump Sum Fee Type  
**H** = Hourly Fee Type

<b>TASK</b>	<b>DESCRIPTION</b>	<b>ESTIMATED TOTAL FEE</b>	<b>FEE TYPE</b>
1	ON-SITE CIVIL ENGINEERING CONSTRUCTION PLANS	\$10,500	LS
2	LANDSCAPE / EXOTIC VEGETATION REMOVAL PLAN	\$12,000	LS
3	TOPOGRAPHIC AND TREE SURVEY	\$16,500	LS
4	PERMITTING ASSISTANCE	\$30,000	H
5	ADDITIONAL BOUNDARY SURVEY	\$13,600	LS
6	ADDITIONAL PERMITTING AND DESIGN SERVICES	\$12,000	LS

### 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 [with a retainer of \_\_\_\_\_]. We will commence services only after we have received a fully-executed agreement and a retainer in the amount of \$\_\_\_\_\_. 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.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By Shelby Hughes, P.E.  
Project Manager



Dawn Dodge, P.E.  
Associate

Attachments: Request for Information; Standard Provisions

### UTILITIES INC OF FLORIDA

By:

Patrick C. Flynn, President/Vice President

August 1, 2019

(Date)

Patrick C. Flynn, Vice President

(Print or Type Name)

jpccflynn@uiwater.com

(Email Address)



**ECHO UES, Inc.**  
16514 N. Dale Mabry Hwy.  
Tampa, Florida 33618  
888.778.ECHO  
**Grow, Inspire, Make a Difference**

April 9, 2019

Shelby Hughes, PE  
Kimley-Horn  
100 Second Avenue South, Suite 105N  
St. Petersburg, FL 33701

## **PROPOSAL FOR PROFESSIONAL SURVEY SERVICES**

### **Project: Eagle Ridge Legal Boundary Survey, Lee County**

Dear Ms. Hughes:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a technical proposal for the provision of professional services. This technical proposal, inclusive of a competitive offer and schedule, details the approach we consider as the most suitable for your specific project's needs.

**Project Synopsis:** Based on the information made available to ECHO, we understand our professional services have been requested to provide a boundary survey of a parcel located in Eagle Ridge Unit One Subdivision (STRAP: 29-45-25-01-0000A.1000, Folio ID: 10260400).

**Project Limits:** ECHO's proposed services will be performed within a well-defined area (i.e. Project Limits) as shown on the attached exhibits.

### **SCOPE OF SERVICES**

**Boundary Survey:** ECHO shall provide a boundary survey of parcel identified as STRAP: 29-45-25-01-0000A.1000, Folio ID: 10260400 on the Lee County Property Appraiser's website. A survey will be performed to locate sufficient monuments to establish the limits of said parcel which is described as a "Part of Tract A, Eagle Ridge Unit One", as recorded in Plat Book 35, Pages 79-85 of the Public Records of Lee County, Florida.

This fee is not inclusive of a title search which will be provided by Utilities, Inc. Existing platted easements and those found in the provided title search, if any, will be shown on the survey.

**Legal Description and Sketch:** ECHO shall prepare a legal description and sketch of the parcel geometry prepared during the boundary survey.



All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

**Exclusions:** This estimate does not include the following:

1. ALTA/ACSM Title Survey
2. Construction Survey
3. Wetland Delineation / Jurisdictional Survey

**Deliverables**

1. Electronic CAD file in Autodesk Civil 3D format depicting the information collected during the boundary survey efforts.
2. Up to five (5) copies of the certified survey signed and sealed by a Florida Professional Surveyor and Mapper.
3. Up to five (5) copies of the certified legal description and sketch signed and sealed by a Florida Professional Surveyor and Mapper.

**Proposed Schedule:** to be discussed and agreed upon receipt of the Notice to Proceed (NTP).

ECHO's competitive offer, which is inclusive of all field, office, mobilization, materials, supplies, and equipment costs is **\$9,555.00 (lump sum)**.

**Acceptance:** We will honor this proposal for 60 days. If accepted, please return to our attention together with a professional services agreement / task work order authorization and official NTP.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concern.

Sincerely,

**ECHO UES, Inc.**



Mike Patterson, PSM  
Vice President

Parcel Boundary (highlighted blue)

