



April 8, 2020

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

Re: Professional Services Agreement for Lift Station 10 Force Main Relocation
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 Lift Station 10 Force Main Relocation.

Project Understanding

The Florida Department of Transportation (FDOT) is currently in the process of completing their design to widen and construct fly-overs along US Hwy 19 N through the Mid-County Service Area located in Pinellas County, Florida. Based on the Pre-Phase III FDOT Utility Submittal Plans dated November 2019, the proposed roadway improvements conflict with the existing 4-inch force main that is owned and operated by UIF at the intersection of US Hwy 19 N and Curlew Road and where the force main crosses US Hwy 19 N approximately 650 feet north of the intersection. The existing 4-inch diameter force main conveys flow from Lift Station 10, located in Trails of Countryside, and discharges to the gravity system west of US Hwy 19 N.

It is the intent of this project to provide professional engineering services for the design, permitting, bidding, and construction phase services for the relocation of the Lift Station 10 Force Main to prevent conflict with the proposed FDOT Project FPID 256774 as further described in scope of services below.

Scope of Services

Task 1 – Design/Permitting

1. Kimley-Horn will have their sub-consultant prepare a topographic survey of the proposed Force Main route located along Curlew Road west of US Hwy 19 N and east of US Hwy 19 N along Curlew Road along the route of the existing force main to Lift Station 10. Underground utilities will be depicted on the survey in accordance with visible appurtenances.
2. Kimley-Horn will provide 11” X 17” Plan Set PDFs at the 60% milestone and at the Bid Document milestone. Plan and profile sheets with details will be provided for the force main from the lift station to the connection to the existing gravity system. The plan sheets will be provided in PDF format for review and comment. Kimley-Horn will respond to one (1) round of comments at each milestone.
3. Kimley-Horn will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Technical specifications will only be provided with the Bid Document design submittal.
4. Kimley-Horn will provide an updated opinion of probable cost for the proposed project based on the final design. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional

familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

5. Kimley-Horn will prepare and submit the Florida Department of Environment Protection (FDEP) general collection systems permit, Form 62-604.300(8)a, including the necessary supporting documentation and permit fee.
6. Kimley-Horn will prepare and submit the FDOT Utility Permit Application, including the necessary supporting documentation.
7. It shall be the Contractor's responsibility to submit for and obtain City of Clearwater and/or Pinellas County right-of-way permits including the associated permit review fees. Kimley-Horn will provide the contractor with supporting documentation as included within this scope of services as necessary.

Task 2 - Bidding

Kimley-Horn will coordinate with a minimum of 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.

Following receipt of the bids, Kimley-Horn will review the bids for completeness and provide a letter of recommendation for award to UIF.

Task 3 – Construction Phase Services

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.

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.

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 and pressure testing as necessary for project certification. 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.

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.

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.

Kimley-Horn will prepare Record Drawings based on the contractor's surveyed as-builts and submit the FDEP certification package.

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
- Pump Curves and Lift Station Run Times

Responsibilities of Client

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

- Access to the Site
- Provide the necessary signatures and approvals through FDOT One STOP Permitting and other required 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/Permitting (Includes Survey and Permitting Fee)	<u>\$45,600.00</u>
<i>Topographic Survey</i>	<u>\$25,750.00</u>
Task 2 Bidding	<u>\$3,600.00</u>
Task 3 Construction Services	<u>\$8,800.00</u>
 Total Lump Sum Fee	 <u>\$55,750.00</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

Please copy _____

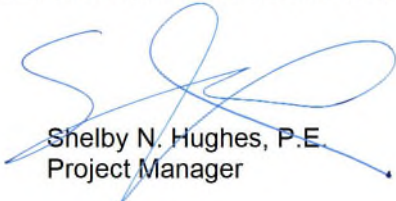
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services after we have received a fully-executed agreement.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

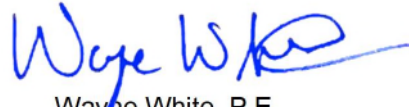
To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

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

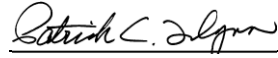

Wayne White, P.E.
Vice President



Utilities Inc. of Florida

A Corporation

By:



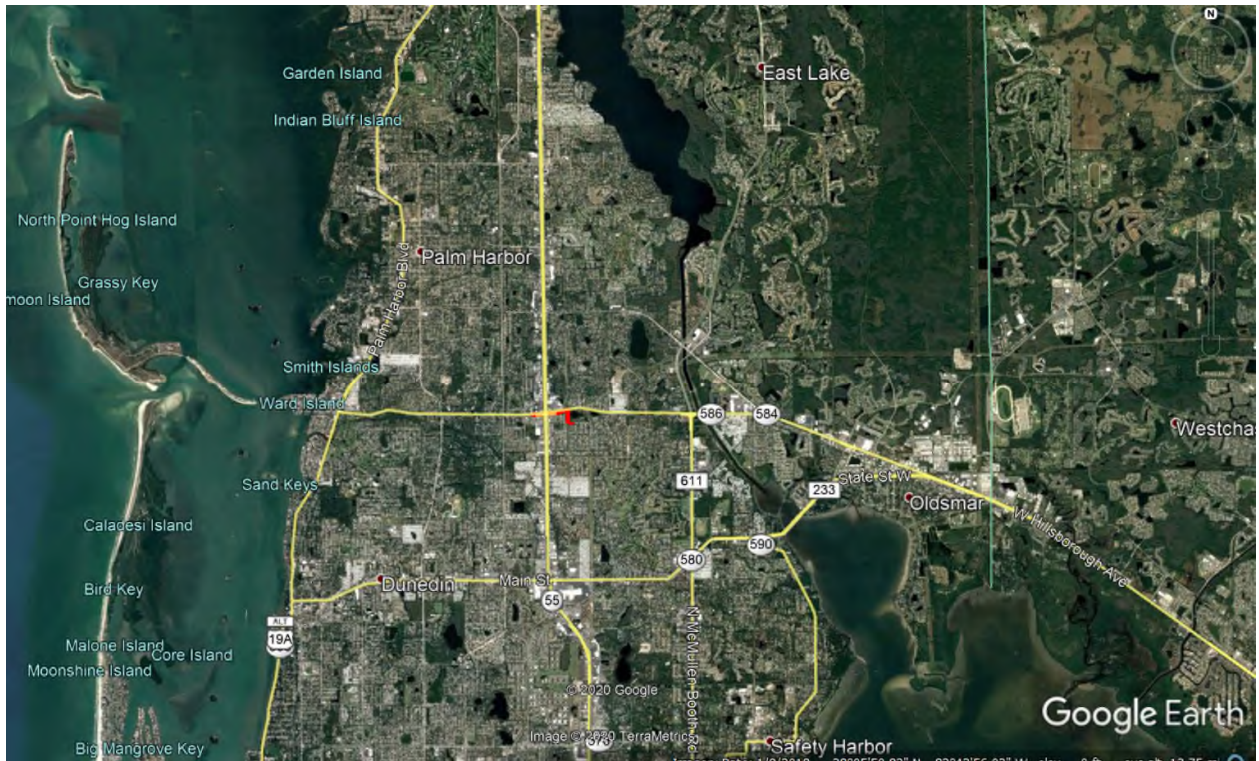
_____, Vice President of Operations
(Title)

April 10, 2020
(Date)

Patrick C. Flynn
(Print or Type Name)

patrick.flynn@uiwater.com
(Email Address)

Vicinity Map



Survey Limits

