

August 13th

2003



DRAFT

Key Largo Wastewater Treatment District Board of Commissioner's Meeting Minutes

**4:00 PM Wednesday, August 13, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

COMMISSIONERS PRESENT

Chairman Andrew Tobin
Commissioner Gary Bauman
Commissioner Cris Beaty
Commissioner Charles Brooks
Commissioner Jerry Wilkinson

STAFF PRESENT

Charles L. Sweat, Director of Operations, Government Services Group
David R. Miles, Chief Financial Officer, GSG/KLWTD
Amy Dukes, Legal Counsel, Lewis Longman & Walker, P.A. (via telephone-for the meeting only)
Faith Doyle, KLWTD Board Clerk

GUESTS PRESENT

Ed Castle, Weiler Engineering Corporation
Jeff Weiler, Weiler Engineering Corporation
Charles Fishburn, Key Largo resident
Burke Cannon, Key Largo resident
Michael Longenecker, Key Largo resident
Vickey Faye, Key Largo resident

A. Call to Order – Regular KLWTD Meeting

Chairman Tobin called the meeting to order at 4:05 p.m.

B. Additions, Deletions or Corrections to the Agenda

It was the consensus of the Board that the Clerk adds a public comment section to all future KLWTD Board of Commissioner meeting agendas.

Chairman Tobin requested that a presentation by Ms. Vickey Faye be added to the agenda immediately following the public input hearing.

Commissioner Wilkinson requested an additional discussion item concerning local legal counsel representation.

Commissioner Bauman requested an additional discussion item concerning web site services.

It was the consensus of the Board to add the items to the agenda.

C. Open Public Hearing to take public input on the Proposed KLWTD FY2004 Budget

Mr. David Miles opened the public hearing and stated that the final draft budget presented was a culmination of several reviews. Mr. Miles will provide the Board with a draft advertisement for publication at the August 27, 2003 meeting. The advertisement will state that the FY2004 Budget Resolution is to be considered by the Board at the September 17, 2003 meeting. Mr. Miles stated that the ad should run in a paper of daily general circulation in Monroe County and that the advertisement does not fall under T.R.I.M. provisions because the KLWTD does not have ad valorem taxes.

Mr. Miles asked if there were any members of the audience who wished to comment on the proposed FY2004 KLWTD Budget.

Commissioner Bauman asked what version of the budget would appear in the advertisement. Mr. Miles stated that the one-year summarization of operating and capital budgets is used to save advertising fees.

Commissioner Wilkinson asked if the rate consultant would be funded from the special projects line item. Mr. Miles stated that it could be and that there was originally a line item for a rate consultant, however the more general special projects lines gives a greater amount of flexibility.

Mr. Burke Cannon, a Key Largo resident, requested that the KLWTD Board keep expenses to a minimum.

Chairman Tobin asked for any further comments on the proposed FY2004 KLWTD Budget. Being none, Chairman Tobin closed the public hearing.

Commissioner Bauman requested that the Board see a proof of the advertisement at the August 27, 2003 meeting.

Commissioner Wilkinson requested that a copy of the agenda packet be provided to the public library. Discussion ensued. Chairman Tobin requested it be made a future agenda discussion item.

COMMISSIONER BROOKS MADE A MOTION TO APPROVE THE PROPOSED FY2004 BUDGET FOR ADVERTISEMENT FOR A PUBLIC HEARING ON SEPTEMBER 17, 2003. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR AND THE MOTION WAS UNANIMOUSLY APPROVED.

Chairman Tobin requested that the Clerk use the Key Largo Free Press for advertisements. Mr. Miles stated that he believes that legal ads must run in newspaper that posses the proper permit. Commissioner Wilkinson believes the Key Largo Free Press can be used for legal purposes. The Clerk stated that she had verified that the Key Largo Citizen was the newspaper of record for Monroe County. Chairman Tobin requested that further research be conducted. It was the Board's consensus that the Key Largo Free Press be used for advertising.

Ms. Vickey Faye, the KLVN Owners Association Treasurer, provided information to the Board. Ms. Faye stated that she is the upper Key's representative for CDBG grants.

Ms. Faye stated that the KLWTD should be cautious about when they turn on the sewer system in Key Largo because the timing, if wrong, would prevent the residents from obtaining funding. Ms. Faye described the CDBG program and provided details on the income levels and property ownership requirements. Ms. Faye provided information on how the Monroe BOCC had been distributing the funds. Ms. Faye believes that unless additional funding is secured the residents of Key Largo would not be able to participate in the CDBG program. Ms. Faye stated that the present Monroe County CDBG grant must be closed, with none of the funds going to Key Largo residents, for the KLWTD to apply for CDBG funds for Key Largo residents. Ms. Faye stated that the KLWTD Board should identify other grant sources.

Discussion ensued on the grants that should be looked at and if GSG should provide the Board with recommendations. Mr. Charles Sweat stated that the GSG would look into grant availability and provide the KLWTD Board with recommendations.

Commissioner Brooks questioned Ms. Faye on information that she had presented. Ms. Faye stated that Mr. Mark Bell of the Florida Department of Community Affairs had discussed the issue in depth with her and should would verify the information and provide the Board with an update in the future.

It was the consensus of the Board to have an update on the grant issues and funding options within the next 60 to 90 days.

Discussion ensued on the need for KLWTD to satisfy the date requirements for the DEP grant that it presently has the need for additional funding options and the need for the community to be informed of the issues. Chairman Tobin suggested that information be provided in a joint mailing with the KLTV Homeowners Association. Mr. Sweat stated that a GSG representative would be attending the next KLTV Homeowners Association meeting that would be held later in the year.

D. Close Public Hearing

Chairman Tobin closed the public hearing at 5:10 p.m.

Ms. Amy Dukes joined the meeting via telephone at 5:10 p.m.

E. Pledge of Allegiance

The pledge was recited.

F. Minutes – Draft July 9, 2003

The minutes were tabled until the next meeting.

G. Action Items

Mr. Charles L. Sweat presented action item number four out of order at the Board's request. Commissioner Brooks believed that no further discussion was necessary to ratify the changes of the approved contract. Discussion ensued.

Mr. Sweat stated that the insurance changes requested have been addressed and all changes requested by the Board had been made by staff, including a statutory revised to section 16.1 and he requested that the Board ratify the changes.

Ms. Dukes stated that with the removal of the article two the, the document and the table of contents should be corrected. Ms. Dukes stated that she and Terry Lewis had reviewed the document for legal sufficiency.

Commissioner Wilkinson requested revisions. A revision to section 1.8 concerning information being provided by an employee to a third party. Ms. Dukes stated that the section was superseded by the public records law. Ms. Dukes requested a revision to the contract reflecting the renumbering due to the deletion of article two. A revision to the contract section 5.3 on page 6 in reference to invoices was also requested.

Commissioner Brooks stated that it was a point of order the item being discussed was approved two weeks ago with the changes agreed to by WEC and they have been made and that it was out of order to review the document line by line and that either the changes be ratified as noted or the item be tabled. Chairman Tobin believes that further discussion was necessary prior to a vote on the item.

Commissioner Wilkinson stated that he wants the record to reflect that he is concerned with the items he is mentioning including the language in Article 13 stating that the KLWTD would own the documents created by WEC after the KLWTD pays WEC for them and not until KLWTD terminates the contract. Commissioner Wilkinson was also concerned with section 13.2. Discussion ensued on what the new language should be.

Commissioner Wilkinson expressed concern with section 12 and that the insurance amounts quoted were to low. Mr. Weiler stated that he had his insurance increased and provided a new certificate of insurance to the Board.

Commissioner Brooks expressed concern that the eight top ranked engineering firms had received the general contract as part of the CCNA process and that there would be negative repercussion to changing the document at this time. He again stated that the action requested was a ratification of the contract that had been presented and approved by the Board at the last meeting.

Commissioner Brooks asked Ms. Dukes if the same general contract that would be signed by WEC should be forwarded to the other engineering firms. Ms. Dukes stated that the same general contract would need to be sent to the other engineering firms. Ms. Dukes added that the contract should uniform unless there is a reason why a particular engineer couldn't comply with any of the provisions. Discussion ensued concerning the actions taken at the July 30, 2003 meeting and points of parliamentary procedure.

COMMISSIONER WILKINSON MADE A MOTION TO APPROVE SECTION 13.1 WITH THE STATED CORRECTIONS. COMMISSIONER BEATY MADE A SECOND TO THE MOTION. CHAIRMAN TOBIN CALLED FOR A VOTE. COMMISSIONERS BROOKS AND BAUMAN VOTED NO. COMMISSIONERS BEATY AND WILKINSON AND CHAIRMAN TOBIN VOTED YES.

COMMISSIONER BEATY MADE A MOTION TO APPROVE ITEM G-4 THE RATIFICATION OF THE REVISED AS APPROVED WEILER ENGINEERING

CORPORATION CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES WITH THE AGREED TO CHANGES REQUESTED BY COMMISSIONER WILKINSON AND MS. DUKES AND AS AMENDED BY THE CHANGES TO SECTION 13. THE MOTION WAS SECONDED BY COMMISSIONER BAUMAN. CHAIRMAN TOBIN REQUESTED A ROLL CALL VOTE.

COMMISSIONER BAUMAN	YES
COMMISSIONER BEATY	YES
COMMISSIONER BROOKS	NO
COMMISSIONER WILKINSON	NO
CHAIRMAN TOBIN	YES

THE MOTION CARRIED.

Chairman Tobin recessed the meeting at 6:15 p.m.

Chairman Tobin reconvened the meeting at 6:20 p.m.

1. Approval of the advertisement for the KLWTD FY2004 Budget Resolution for adoption at the September 17, 2003 meeting

Please see above.

2. Approval of the REVISED KLWTD Work Authorization WEC 03-01 Scope of Services with Weiler Engineering Corporation for engineering services for the KLTV Project

Mr. Sweat stated that the changes requested by the Board at the last meeting had been made to the document and that the kick-off meeting had been scheduled

Chairman Tobin stated that at the last meeting the item was tabled for WEC to have an opportunity to make the changes requested and he had volunteered to go to Palm Beach to review the changes. Chairman Tobin did not have the opportunity to review the changes prior to the meeting. Chairman Tobin was aware that Mr. Terry Lewis had reviewed the document and suggested changes. Chairman Tobin stated that he and Ms. Dukes have concerns with items in the revised work authorizations.

The revisions were discussed. Commissioner Brooks stated that the changes had been reviewed and approved by Mr. Lewis, Mr. Sheets and Mr. Sweat and are in order. Chairman Tobin stated that because of the concerns expressed by himself, Commissioner Wilkinson and Ms. Dukes that action should not be taken on the work authorizations. Ms. Dukes agreed that there are issues that need to be addressed prior to action. Chairman Tobin's points of concern were discussed.

Commissioner Wilkinson expressed his concerns, which included the lack of a schedule, why the engineering was preparing the scope of service, the notice to proceed to Haskell, WEC being the engineer of record on the KLP project, Basic Services section A. 2., Preliminary Design Phase section A. 5., Basic Services B., Final Design Phase A. 2., A. 3., A. 4., Final Design Phase section 10, 11, 12. a., 15 and section C also Exhibit B point A.5 and Exhibit C. Discussion ensued.

Chairman Tobin requested that Mr. Sweat ascertain the amount that Brown and Caldwell would be charging for Engineer of Record services on the KLP project.

Chairman Tobin expressed his concerns with item G 2 which included the removal of limitation of liability and clarification of the KLWTD receiving credit if inspection services were reduced and Basic Services section A. 2.

Chairman Tobin asked for public comment on the item. Mr. Mike Longenecker stated that the documents being considered by the KLWTD Board are standard "boiler plate" versions used all over the country and that the professionals working with the KLWTD are being prudent and are trying to not reinvent the wheel.

COMMISSIONER BAUMAN MOTIONED TO APPROVE ITEM G-2 APPROVAL OF THE REVISED KLWTD WORK AUTHORIZATION WEC 03-01 SCOPE OF SERVICES WITH WEILER ENGINEERING CORPORATION FOR ENGINEERING SERVICES FOR THE KLV PROJECT AS MODIFIED PER THE PREVIOUS DISCUSSION. COMMISSIONER BEATY SECONDED THE MOTION. ALL WERE IN FAVOR AND THE WAS APPROVED UNANIMOUSLY.

COMMISSIONER BROOKS EXCUSED HIMSELF FROM THE MEETING AT 8:05 P.M.

3. Approval of the REVISED KLWTD Work Authorization WEC 03-02 Scope of Services with Weiler Engineering Corporation for engineering services for the KLP Project

Commissioner Wilkinson expressed concern with the subject of engineer of record, the status of valve pits from Haskell, the inclusion of Sunset Waterways Subdivision. Discussion ensued on the concerns.

Commissioner Bauman suggested the item be table until the kick off meeting was held. Discussion ensued.

COMMISSIONER BAUMAN MOTIONED TO APPROVE ITEM G-3 APPROVAL OF THE REVISED KLWTD WORK AUTHORIZATION WEC 03-02 SCOPE OF SERVICES WITH WEILER ENGINEERING CORPORATION FOR ENGINEERING SERVICES FOR THE KLP PROJECT AS MODIFIED PER THE PREVIOUS DISCUSSION. COMMISSIONER WILKINSON SECONDED THE MOTION. COMMISSIONERS BAUMAN, BEATY AND WILKINSON AND CHAIRMAN TOBIN WERE IN FAVOR. COMMISSIONER BROOKS WAS NOT PRESENT FOR THE VOTE. THE MOTION CARRIED.

4. Ratification of the revised as approved Weiler Engineering Corporation Contract for Consulting/Professional Services

Please see above.

5. Approval of Resolution 2003-18 KLWTD Revised Expenditure Policy

Mr. Miles stated that the changes suggested by the Board at the 7/30/03 meeting had been incorporated into the document presented.

Discussion ensued concerning the need for fidelity bonds, having the bonds coincide with the election years and the effective date of the bonds.

COMMISSIONER WILKINSON MADE A MOTION TO APPROVE RESOLUTION 2003-18 KLWTD REVISED EXPENDITURE POLICY. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR AND THE MOTION WAS UNANIMOUSLY APPROVED.

H. General Manager's Report

1. Interim Financial Reports through June 30, 2003

This item was moved to the next meeting.

2. Status Report on the Haskell Company's KLTV Preliminary Project Schedule

The Manager had no new information on this item.

3. Status Report on the Revised Monroe County Loan Agreement

The Manager had no new information on this item.

I. Legal Counsel's Report

There was no legal counsel report given.

J. Commissioner's Items

1. Discussion for possible action – Workshop meeting procedure, agenda and Advertisement – Chairman Tobin
2. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin
3. Discussion of the scheduling of a strategic planning session and the request for a scope of service from a planning engineering firm – Commissioner Bauman

It was the consensus of the Board to add a discussion item for the August 27, 2003 meeting concerning the need for local legal counsel

COMMISSIONER BEATY MADE A MOTION TO TABLE COMMISSIONER'S ITEMS 1, 2 AND 3 UNTIL THE NEXT MEETING. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR.

K. Meeting Adjournment

COMMISSIONER BEATY MADE A MOTION TO ADJOURN THE MEETING. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR.

CHAIRMAN TOBIN ADJOURNED THE MEETING AT 8:55 P.M.



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2. Approval of the REVISED KLWTD Work Authorization WEC 03-01 Scope of Services with Weiler Engineering Corporation for engineering services for the KLTV Project

cls introd and described the changes requested. Schedule for next 30 days a plan for construction completion of the kltv and klp, whose going to be the engineer for the park. Kick off meeting for devlpmnt of wrk plan to ocmplet kltv and klp.

Tobin comments following las meeting, at the meeting item was tabled and weiler had opportunity to make the changes, tobin volunteered to go to plm bch to review the changes. Wec took the first week to look through and was to forward to attorneys. Jeff forwarded them to cls. Tobin contacted leal cuncel on Wednesday and had not received it. Tobin didn't get until Thursday so the sit down never happended. Tobin understands that terry did review and make changes. tobin and amy still have concerns with certain items. Tobin would like to with jeffs concent to reaffirm the klwtd wants to hire and give amy and tobin the opportunity to further work on the document. Would like to here from jeff...jeff genl scope is what was talked about, the confusion of the engineer has been made more clear, the time constraints in section exhibit of g2 number five took out the 13 months and 18 months and he added the contract...he would not be compensated unless the klwtd is compensated with liquid damages or change in scope. Section 6 if they want to change. No cover letter an outline of general understanding. Then in g3 the scope of service general understanding for the klp has wec as engineer of record, however, after kick off thre could be changes to the scope as a result of items addressed in the kick off. On record as saying if more cost effective to have brown and Caldwell as eng or record he would modify his scope. Tobin asked what credit if not eng of rec. jeff 19,000 because of less inspection fee. Tobin the limitation of liability not in no more than amount of insurance. Tobin suggests because of the concerns of tobin, wilk, amy not in the position to approve and doesn't want to spend the next few hours reviewing, not a doc that klwtd lawyers prepared. Asked cls is opinion - cls believes ready to sign at the direction of the board from two weeks ago if the board wants it more refined from a legal standpoint no problem. Amy comments that it could use a little more time from terry and amy and who else to participate, jeff, amy not a bad idea to look at more for fine tune and bring back to the board at next meeting. Redlined prior to meeting and final at the next meeting. Jeff the scope has been mulled and seems to miss the intent of master contract he needs to understand the expense involved in rewriting the document. Jeff asked what specifically needs addressed. Jeff all has been through the manager. Brooks understands that terry, Robert and charles have reviewed. Discussion ensued. brooks because of miscommunication and amy's nto review do it again. Amy stated tobin had raised issues to her that may need to be reviewed.

Tobin brought up the 3-4 poins he had.

1, limitation of liability may not be legal especially to the amount of someones insurance

2, left out was the agreement by jeff that if the board gets more info on who's doin construct inspect wec wuld reduce the inspectors hours. Jeff yes it was address g2 data acqu bullet 4 - upon review of avail info in coord with other consult....rcmndtion ofamend scope of service...wuld modify theprice. IN the letter states 19,000 may be more may be less once he knows what the other team members will do. Jeff will

submit the desing of the adl park at 50+ from them okay, but his price already includes. Discussion ensued on inspection hours and how they would be reduced.

3, recover liquidated damages – not once klwtd is

Tobin sorry it wasn't reviewed pror to today. Jeff wants exact wording from the klwtd for modification. Tobin stated he would send him the final form. Jef statedhe is already beginning to do some work. Cls the w a is what the board asked for and would like to go ahead with the next 30 days scheduled.

Tobin asked

Brooks wants a question or table.

Wilkinson wants to discuss and if he cant he wants hand in his resignation.

Tobin wants more time and want amy to look it over.

JERRY ON G2 where's schedule a...the scope of service? Why is the contractor writing the scope, we should be writing it. On page one , the notice to proceed isitwhe wec gets there...help with ntp tohaskell...its been issued! Jerry spoke with Haskell and if wec is eng of record and klp doesn't work he wont gaurentee it. Haskell wont warranty the klp with another engineer involved...brooks asked aboaut the kick off meeting and coordinating the team members. DISCUSSION ENSUED.

Jerry on Part ! – basic services; A. 2. advise klwtd....as to necessity.....

Jeff explained that this means he will review all other pertinaent data , like geotech, he didn't quote it and if they aren't in another engineer scope, he may need to ad it.

Tobin asked doesit allow wec to charge more money. Jeff does it allow to ask you for more money. But I have striken adl services entirely. Tobin it also means you would review the other scopes and informklwtd of anytingmissing. Jeff yes, but he hasn't read them in detail if not in the scope and klwtd he might aske the board.

Brooks this takes him back to last December with another engineer that couldn't define what we wanted and didn't know what we want.

Bauman stated he will write it and email it to all.....

Amy questioned PRELIMINARY DESIGN PHASE A. 5. ends in a :

Are we missing words? Could you place in the word none or cross it out.

Jerry stated PART 1 – BASIC SERVICES 5. REVIW A REPORT (the "report")

Jeff the report that needs to be prepared for preliminary design submittal to the dep for permits.

Jerry "pdr" –

Jeff the "pdr" by boyle was attached as part of the contract to Haskell and will be reviewed as klwtd engineer prior to dep appli submittal.

BASIC SERVIES point B study and report phase.'d by jerry

Jerry ? PRELIMINARY DESIGN PHASE –

Jeff – will review and inform board.

Jerry ? FINAL DESIGN PHASE A. 2. file the permit? Haven't we done it
Jeff yes it was filed but at some point brown and Caldwell.

“ “ A.3. adjustments to total project costs....
Jeff he will advise if adjustments requested are valid and necessary

Jerry? “ “ A.4.

Jerry ? FINAL DESIGN PHASE point 10. inspections and tests.independent
evaluation....
Jeff he would change it

Jerry “ “ point 11. ...In rendering such decisions, show partiality to KLWTD.....
Jeff not going to tell some one a legitimate change order IS NOT

Jerry “ “ point 12. a.recommendations of payment....
Jeff on pay requests is the charges are legitimate or not...some bill ahead....make sure
they are billing for what's in ground... also gsg will be reviewing for submission for the
funding agencies

Jerry “ “ point 15. additional tasks
Jeff – will be removed

“ “ point C. LIMITATION OF LIABILITY
Jeff asked if any has any recommendations.....
Jeff would like to at least leave last line.....the client agrees not to personally charge
any employee of WEC with any liability arising out of the performance of this
agreement.
~~JERRY – believes klwtd should be able to have the right to go against an individual~~
employee.
Jeff = it is his liability as the employer.

Bauman problem with them individually , they have no money. Tobin no need for the
clause, it goes for litigation. Tobin doesn't want him as engineer of record so he is only
consulting. Jeff would be happy to do that also. Tobin needs final price for brown and
Caldwell to do end of rec.

**TOBIN ASKED CLS TO FIND OUT WHAT BROWN AND CALDWELL WOULD
CHARGE.**

Wilkinson needs to find out the warranty!!!

Jerry – exhibit C – what is it
Jeff – it describes the exhibit as being the detailed outline of the specifics of the resident
project rep

Discussion ensued on the project running concurrently.

EXHIBIT B

A.5. “entitled to liquidated damages” to be changed to “received liquidated
damages”

No comments from Brooks, Beatty or Bauman.

Tobins coments on G2

Removal of limitation of liability and clarification of the klwtd getting a credif if rdr serv ices sreduced.

Ther rewarding of basic service of a.2.

And the point of a gentlemens agreement tht wec may rely on gsg for some inspections

Jeff yes after kick off meeting we will know better what othet team members will do and can be revised at that time.

Cls clarified that gsg/wec will chare the task not sure if there is going to be a great deal of savings can assure the board that there will be a great savings.

Tobin there are 100,000 in savings in inspections could be reduced if the brown and Caldwell inspectoris up to snuff there should be.

TOBIN ASKED FOR PUBLIC COMMENT ON FIRST CONTRACT – mike longeknecker states all documents are boiler plate used all over the country much of this stuff doesn't apply here – but the professionals that you hire still management to do while savings money. Keep in mind most engineering don't work on a lump sum and if more is done they can charge you more, they don't have control. Nicely tell you your reinventing the wheel.

Wilkinson we have a lump sum grant and we cant exc eed it. Haskell insisted it be a lump sum grant. There may be changes up—butthey willb e a scrifce somewhere else or unhappy citizens if the taxes go up.

BAUMAN MOTIONED TO APPROVE AS MODIFIED PER THE MINUTES. BEATY SECONDED. MOVE TO APPROVE ITEM G-2 AS WORD SMITHED PER THE MINUTES WITH ELIMINATION OF THE LIABLILITY CLAUSE. BEATY SECONDED. ALLIN FAVOR MOTION CARRIED.

COMMISSIONER BROOKS LEFT THE MEETING AT 8:05 p.m.

3. Approval of the REVISED KLWTD Work Authorization WEC 03-02 Scope of Services with Weiler Engineering Corporation for engineering services for the KLP Project

Engineer of record? Valve pits from Haskell some needs to purchase vales.....SUSETN WATERWAYS....all questions of jerry....

WEC engineer of record on the 19th would be decided???? Haskell wont take warranty.....jeff sayz if leve it for now CIs will find out the actual costdiscussion ensued on what Haskell would charge....

Jeff will change paragraph 2

Trailer space without charge.....

Jerry – wec as engineer of record would be inspecting the inspector!!!!
Jeff okay without being engineer of record. The klwt best interest tso have brown and Caldwell as eng of recs. Discussion ensued. tobin at the option of the board wec's role the same as in the klvt

Jerry – not sunset village --- it is sunset WATERWAYS

Jerry – DATA ACQUISITION PHASE – has Higgins ntp been sent. CLS it was recidnded? The engineer of record would provide the ntp.

Tobin asked major changes --- jeff instead of preparing things we would be reviewing. Jeff the coordinate with the design build consultatnt rather that provided them.....

Tobin if not e.o.r. would scope of these services be the same as klvt. Jeff yes. Tobin would servicesjeff the design is done in the klp and is permitted but not the sunset waterway.

THE BOARD SUGGESTS JEFF CLS AND HASKELL DISCUSS THEM HAVING BROWN AND CALDWELL BE THE ENGINEER. Jeff 19000 savings.

BAUMAN SUGGEST TABLING G-3 UNTIL THE KICK OFF MEETING. Jeff will get it done send to amy and bring it back. Jerry asked about surveyors and the savings that would result from that action. Cls states

BAUMAN MOTIONED SAME AS G-2 FOR G-3 . ALL IN FAVOR MOTION CARED. SECONDED BY JERRY.

-
4. Ratification of the revised as approved Weiler Engineering Corporation Contract for Consulting/Professional Services

all above

5. Approval of Resolution 2003-18 KLWTD Revised Expenditure Policy

David took changes from 7/30 meeting and incorporated them ran it by the auditors who agree with them . proposed on typo in paragraph one "OR"described.....read it.....balh blah, d

NEW RESOLUTION WITH THE THREE SIGNATORS NEW NEED FOR FOURTH PERSON these are banks forms .

JERRY should it reflect to change when the elections....should the fidelity bond reflect the election to coincide.

Miles they could be written for less than a year. Jerry prefers December the 1st to save work. Miles could change the effective date it is part of the memorandum.

Tobin asked about the funds. Governmental and proprietary different types of accounting , special rev fund insesrted because of Monroe county grant or loan agrementn that made us set up a prperitry fund for any funds from grant.

WILKINSON MO BAUMAN SECONDED ALL APPROVED.

H. General Manager's Report

off

1. Interim Financial Reports through June 30, 2003

2. Status Report on the Haskell Company's KLTV Preliminary Project Schedule

No news

3. Status Report on the Revised Monroe County Loan Agreement

No news

KLWTD AUGUST 13, 2003 AGENDA PAGE 1

KLWTD AUGUST 13, 2003 AGENDA PAGE 2

I. Legal Counsel's Report

No.

J. Commissioner's Items

1. Discussion for possible action – Workshop meeting procedure, agenda and Advertisement – Chairman Tobin *tabled*

2. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin *tabled*

3. Discussion of the scheduling of a strategic planning session and the request for a scope of service from a planning engineering firm
Commissioner Bauman *tabled*

ON AGENDA FOR LOCAL LEGAL COUNSEL.

ALL ELSE TABLED.

MOTION BEATY SECON BAUMAN ALL IN FAVOR

L. Meeting Adjournment

Key Largo Wastewater Treatment District

Guest Sign In Sheet

Wednesday, August 13, 2003

****Please Print****

<u>Name & Title</u>	<u>Representing</u>	<u>Phone</u>
1. Michael Longenecker	KL Res	451-0589
2. C. F. SIBUNA		942-1370
3. BURKE CANNON		852-6129
4.		
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Faith Doyle

From: Jerry Wilkinson [jerry142@terranova.net]
Sent: Monday, August 18, 2003 4:39 PM
To: Robert Sheets
Cc: Faith Doyle; Cris Beaty; Charlie Brooks; Andy Tobin; Gary Bauman
Subject: Agenda

Robert:

You were not present, but I cannot find anything in Robert's Rules of Order that only an affirming member can revisit a previous agenda item.

As to the discussion and possible action for a District General Legal Counsel, there is not the intent to "fire" Lewis and Longman, but the intent is to quickly contract with a local legal resource to perform the routine legal actions, including attending every meeting, answering all prior questions via phone or email by the Board and key staff members, preparing routine resolutions, reviewing/approving routine documents, etc. at a fixed price. Lewis and Longman could/would still be tasked for special legal services per his agreement.

I wish to add five additional items as commissioner items.

1) Establish a procedure for a staff coordination stamp/sheet so that each agenda item indicates specifically which key personnel has approved the item. (Generally, this is stamp or a cover sheet to indicate exactly who had approved of the item.) I am certain that you have seen many different methods. At the present I of the documents in my file I have no proof of any one seeing these documents unless they are signed of which many are not.

2) Establish and or require local communication access, such as a 451 forwarding number we use for the clerk (451-5105), cell phone or other communications services where the Board, vendors and citizens can access without tolls), for all key staff positions, as yourself. These would be approved by the Board and necessary budgeting performed.

3) A status/update/monitoring/follow-up report (we will come up with a name) as part of each agenda for designated elements. The list may be two parts, future tasks and ongoing tasks. It would be up to the manager to recommend or the Board to designate the start and finish of the routine reports. The report could be "No report." The intent is "monitor" crucial items as well as to prevent them from being lost in the shuffle. An example would be status of CDBG grant research.

4. (We spoke of this before) Status of arranging for a complete copy of the agenda package, even though it may contain draft elements, to be placed in the Key Largo Library three days before and a few copies of just the Agenda, no backup material, be placed in a designated location at the meeting location for visitors. Possibly this may be advertised in the public notice.

5. Tasking someone to originate a draft of KLWTD Meeting Administrative Procedures, or what ever we want to call it.

Jerry

KLWTD - 9⁰⁰ am manday

TL or Am

RES

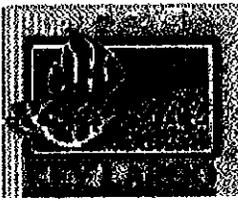
bm

CLS

Richard Collins been agree

Budget ad -

approval of Bells



Key Largo Wastewater Treatment District Board of Commissioner's Meeting Agenda

**4:00 PM Wednesday, August 13, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

- A. Open Public Hearing to take public input on the Proposed KLWTD FY2004 Budget
- B. Close Public Hearing
- C. Call to Order – Regular KLWTD Meeting
- D. Pledge of Allegiance
- E. Minutes – Draft July 9, 2003
- F. Additions, Deletions or Corrections to the Agenda
- G. Action Items
 - 1. Approval of the advertisement for the KLWTD FY2004 Budget Resolution for adoption at the September 17, 2003 meeting
 - 2. Approval of the REVISED KLWTD Work Authorization WEC 03-01 Scope of Services with Weiler Engineering Corporation for engineering services for the KLTV Project
 - 3. Approval of the REVISED KLWTD Work Authorization WEC 03-02 Scope of Services with Weiler Engineering Corporation for engineering services for the KLP Project
 - 4. Ratification of the revised as approved Weiler Engineering Corporation Contract for Consulting/Professional Services
 - 5. Approval of Resolution 2003-18 KLWTD Revised Expenditure Policy
- H. General Manager's Report
 - 1. Interim Financial Reports through June 30, 2003
 - 2. Status Report on the Haskell Company's KLTV Preliminary Project Schedule
 - 3. Status Report on the Revised Monroe County Loan Agreement

I. Legal Counsel's Report

J. Commissioner's Items

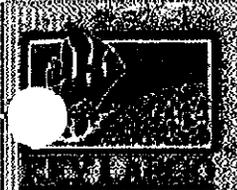
1. Discussion for possible action – Workshop meeting procedure, agenda and Advertisement – Chairman Tobin
2. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin
3. Discussion of the scheduling of a strategic planning session and the request for a scope of service from a planning engineering firm – Commissioner Bauman

L. Meeting Adjournment

KLWTD Board Meeting August 13, 2003

Item A

Public Input on the Proposed KLWTD
FY 2004 Budget



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Charles Sweat, Director of Operations
Terry Lewis, Board Attorney
Amy Dukes, Board Attorney
Faith Doyle, Clerk to the Board

FROM: Robert E. Sheets, General Manager

DATE: August 5, 2003

RE: FY 2004 Preliminary Budget Public Hearing and Approval to Advertise for Adoption at September 17, 2003 Meeting

Dear Commissioners:

Enclosed at Exhibit A is the FY 2004 draft budget document for use during the Public Hearing advertised for August 13, 2003. This draft budget provides for the first full fiscal year of operation of the Key Largo Wastewater Treatment District (KLWTD). Once the Public Hearing is completed, and following any changes by the Board of Commissioners, staff proposes to advertise the budget for approval at the September 17, 2003 Board of Commissioners meeting.

This budget includes an operating budget sheet and the initial two capital projects to establish the wastewater treatment capability of the District. Staff has incorporated the changes suggested by the Board at the July 9, 2003 and previous board meetings.

For purposes of reviewing the operating budget, staff has estimated the revenue and expenses to be incurred during the first partial year of District operations (FY 2003), and used this experience to project both revenue and expense in the budget year, FY 2004. For purposes of long range planning, estimated operating and debt service and renewal and replacement transfers have also been projected for the next four fiscal years (FY 2005-2008). This allows the Board to focus both on short-range budget issues, while seeing the long-range implications of their decisions.

The operating budget reflects that the two capital projects will be completed in FY 2005, with a full year of operations not taking place until FY 2006. Initial connection fees begin being received in FY 2005, with the majority being received in FY 2006. In the budget year, three

Board of Commissioners: Chairman Andrew Tobin, Gary Bauman, Cris Beaty, Charles Brooks, Jerry Wilkinson

sources of revenue are shown, with the majority being received by an MSTU millage rate of 0.35. The MSTU revenue amounts assume a three (3) percent per year increase in assessed Value, with the same 0.35 millage rate applied each year. The result has been reduced by five (5) percent, to reflect the reduction in actual proceeds expected after early payment discounts and uncollectable amounts are accounted for. Minor interest and miscellaneous revenues are also projected.

Staff has proposed a balanced budget for FY 2004, with a surplus estimated at \$77,209 for the year. Key expenditure considerations include an annual estimated three (3) percent increase in the cost living for most expense lines in each year.

The Capital Budget projects the completion of the Key Largo Trailer Village project and as much of the Key Largo Park project as feasible within the available funding sources. It also provides for adequate resources for contract administration and engineering oversight during the construction. Currently total funds available for the two projects amount to \$12,598,958. \$12,582,144 is committed to the construction of the two projects, including \$1,336,957 available for future construction in Key Largo Park. This leaves a balance of \$16,814 uncommitted for the Key Largo Village Project, for contingencies.

RECOMMENDATION:

Authority to advertise this budget for approval at the September 17, 2003 meeting is requested. The proposed advertisement is included for approval as Action Item G 1.

EXHIBIT A

Key Largo Capital Budget
FY 2003-FY 2005
Prepared June 16, 2003

	Key Largo Park	Key Largo Trailer Village	Total
Revenue (Sources of Funds):			
Federal:			
FEMA Phase I	-	1,097,143	1,097,143
FEMA Phase II	-	4,388,571	4,388,571
Subtotal Federal:	\$ -	\$ 5,485,714	\$ 5,485,714
State:			
FDEP	1,660,000	-	1,660,000
FDEP II	187,312	-	187,312
SFWMD	-	100,000	100,000
DCA- Cess Pit Grant	690,445	535,155	1,225,600
DCA- Unmet Needs	-	914,286	914,286
Subtotal State:	\$ 2,637,757	\$ 1,549,441	\$ 4,087,198
Local:			
304 Fund FEMA Phase 1&2 Match	-	914,285	914,285
148 Fund	356,000	-	356,000
304 Cess Pit Fund	705,200	224,327	929,527
304 Land Purchase	-	826,234	826,234
Subtotal Local:	\$ 1,061,200	\$ 1,964,846	\$ 3,026,046
Total Funds Available:	\$ 3,598,957	\$ 9,000,001	\$ 12,598,958
Expenses (Proposed Uses):			
Construction:			
Vacuum Collection System Construction	1,097,000	5,311,489	6,408,489
Tie-in To Trailer Village/Vacuum Valves	60,000	-	60,000
Proportion Share KL Village WWTP	600,000	2,058,511	2,658,511
Future Construction	1,336,957	-	1,336,957
Subtotal Construction	\$ 3,093,957	\$ 7,370,000	\$ 10,463,957
Management/Design:			
Planning, Design, Permitting, & Bidding	355,000	386,953	741,953
Construction Management & Administration	150,000	400,000	550,000
Land Purchase	-	826,234	826,234
Subtotal Management/Design	\$ 505,000	\$ 1,613,187	\$ 2,118,187
Total Estimated Project Costs	\$ 3,598,957	\$ 8,983,187	\$ 12,582,144
Balance Available:	\$ -	\$ 16,814	\$ 16,814

Key Largo Wastewater Treatment District

Five Year Operating Forecast

	Estimate FY 2003	2003	Forecast			
			FY 2005	FY 2006	FY 2007	FY 2008
OPERATING REVENUE						
Wastewater System Fees	\$ -		\$ 6,300	\$ 263,340	\$ 263,340	\$ 263,340
MSTU Revenue	-		617,548	636,075	655,157	674,803
Interest Income	200		5,300	12,100	20,400	20,800
Loan Proceeds	100,000		-	-	-	-
Grant Proceeds	250,425		-	-	-	-
Miscellaneous	2,000		3,000	3,500	4,000	4,500
Subtotal Operating Revenue	\$ 352,625		\$ 632,148	\$ 915,015	\$ 942,897	\$ 963,443
NON-OPERATING REVENUE						
Capital Recovery (connection impact) Fees	-		81,000	1,611,900	-	-
Subtotal Non-Operating Revenue	-		81,000	1,611,900	-	-
Total Revenues	\$ 352,625		\$ 713,148	\$ 2,526,915	\$ 942,897	\$ 963,443
OPERATING EXPENSES						
Board Expenses						
Board Meetings Compensation	36,900		45,000	45,000	45,000	45,000
Payroll Taxes	2,800		3,500	3,500	3,500	3,500
Copy/Delivery Charges	8,000		8,200	8,450	8,700	8,950
Postage	2,700		4,400	4,530	4,675	4,800
Insurance	7,500		12,000	12,360	12,730	13,110
Bad Debts	-		100	2,630	2,630	2,830
Miscellaneous	1,200		1,850	1,900	1,960	2,020
Newspaper Legal Ads	1,800		2,975	3,075	3,170	3,260
Office Supplies	500		825	850	875	900
Dues & Subscriptions	175		325	350	375	400
Travel	2,500		4,600	4,700	4,850	5,000
Rents & Leases	-		7,400	7,625	7,850	8,100
Telephone	300		620	640	660	680
Utilities	-		2,225	2,300	2,370	2,440
Regulatory/Permit Fees	500		2,000	2,000	2,000	2,000
Reserve for Contingencies	40,500		7,893	12,017	16,266	20,642
Operating and Management Services						
Operations & Maintenance Contract	-		4,500	190,850	196,575	202,475
Billing & Customer Service Contract	-		660	23,125	23,820	24,530
Management Contract	77,300		129,600	129,600	129,600	129,600
Professional Services						
Legal - General Counsel	100,000		61,800	63,654	65,564	67,531
Legal - Litigation Reserve	-		49,440	50,923	52,451	54,024
Utility Rate Consultant	15,000		-	-	-	-
Engineering Services	32,000		-	-	-	-
Audit Fees	10,000		10,600	10,900	11,200	11,560
Lab Services	-		1,000	5,000	5,150	5,300
Grant Specialist	-		27,810	28,644	29,504	30,389
Special Projects	-		125,660	129,430	133,313	137,312
Computer Support	-		5,000	5,000	5,000	5,000
Total Operating Expenses	339,675		519,873	749,054	769,787	791,153
NON-OPERATING EXPENSES						
Capital Expenditures from Operating Account	5,000		7,000	7,000	7,000	7,000
Renewal and Replacement Transfer	-		4,365	13,167	13,167	13,167
Debt Service Transfer (Monroe County \$100,000 Loan)	-		21,525	21,525	21,525	21,525
Total Non-Operating Expenses Paid From Operating Revenue	5,000		32,890	41,692	41,692	41,692
Debt Service Transfer (Monroe County FEMA Match- \$914,285)	-		-	-	91,429	91,429
Total Non-Operating Expenses Paid From Non-Operating Revenue	-		-	-	91,429	91,429
Total Non-Operating Expenses	5,000		32,890	41,692	133,121	133,121
Total Expenses	\$ 344,675		\$ 552,763	\$ 790,746	\$ 902,908	924,274
Total Operating Surplus	7,950		79,386	124,270	131,418	130,598
Total Non-Operating Surplus (Deficit)	-		81,000	1,611,900	(91,429)	(91,429)
Total Fund Surplus/(Deficit)	7,950		160,386	1,736,170	39,989	39,169
Cumulative Fund Surplus	7,950		245,545	1,981,715	2,021,704	2,060,873

BUDGET WORKSHEET
FY 2004

Line No.	Account Name	Current Budget 2003	Draft Budget 2004	Comments	Recommended Budget 2004
System Operating Revenues					
1	MSTU Revenue	\$ -	\$ 599,662		
2	Monthly System Fee (\$35.00 per Mo/per Account)	-	-		
3	Interest Income	200	4,500		
4	Loan Proceeds	100,000	-		
5	Grant Proceeds	250,425	-		
6	Miscellaneous	2,000	2,000		
	Subtotal Operating Revenues	\$ 352,625	\$ 606,062		
7	Capital Recovery Fees	-	-		
	Subtotal Non-Operating Revenues	-	-		
	Total System Revenues	\$ 352,625	\$ 606,062		
Operating Expenses					
Board Expenses					
8	Commissioner's Fees	\$ 36,900	\$ 45,000		
9	Payroll Taxes	2,800	3,500		
10	Copy / Printing / Binding	8,000	8,000		
11	Postage and Delivery Expense	2,700	4,300		
12	Insurance Expense	7,500	11,500		
13	Bad Debt Expense	-	-		
14	Miscellaneous	1,200	1,800		
15	Legal Advertisements	1,800	2,880		
16	Office Supplies	500	800		
17	Dues and Subscriptions	175	300		
18	Travel	2,500	4,500		
19	Rents and Leases	-	7,200		
20	Telephone	300	600		
21	Utilities	-	2,160		
22	Regulatory / Permit Fees	500	2,000		
23	Reserve for Contingencies	40,500	3,888		
24	Customer Outreach / Marketing	-	-		
	Total Board Expenses	\$ 105,375	\$ 98,428		
Operating and Management Services					
25	Operations and Maintenance Contract	\$ -	\$ -		
26	Billing and Customer Service Contract	-	-		
27	Management Contract	77,300	129,600		
	Total Operating and Management Services	77,300	129,600		
Professional Services					
28	Legal - General Counsel	100,000	60,000		
29	Legal- Litigation Reserve	-	48,000		
30	Utility Rate Consultant	15,000	-		
31	Engineering Services	32,000	-		
32	Audit and Accounting Fees	10,000	10,300		
33	Lab Services	-	-		
34	Grant Specialist	-	27,000		
35	Special Projects	-	122,000		
36	Computer Support	-	5,000		
	Total Professional Services	157,000	272,300		
	Total Operating Expenses	\$ 339,675	\$ 500,328		

BUDGET WORKSHEET
FY 2004

Line No.	Account Name	Current Budget 2003	Draft Budget 2004	Comments	Recommended Budget 2004
Non-Operating Expenses					
Debt Service					
37	Local (County) Loan For Seed Money (\$100,000)	\$ -	\$ 21,525		
38	County Land Value Repayment	-	-		
39	Other	-	-		
	Total Debt Service	\$ -	\$ 21,525		
40	Capital Expenditures From Operating Revenues	\$ 5,000	\$ 7,000		
41	Transfers to Renewal and Replacement Account	-	-		
	Total Non-Operating Expenses	\$ 5,000	\$ 28,525		
	Total Expenses	\$ 344,075	\$ 523,563		
	Net Surplus (Deficit)	\$ 7,960	\$ 77,205		

**BUDGET WORKSHEET
FY 2004**

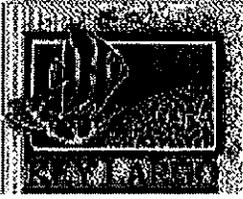
		Current Budget 2003	Draft Budget 2004
1 Total Taxable Value	3.0%	\$ 1,750,673,519	\$ 1,803,193,725
2 Millage Rate	0.035%		
3 Total Municipal Services Taxable Unit Revenue		\$ 612,736	\$ 631,118
4 Percent Applied to Revenue Requirements		0%	100%
5 Total Applicable Municipal Services Taxable Unit Revenue		<u>\$ -</u>	<u>\$ 631,118</u>

KLWTD Board Meeting August 13, 2003

Item E

DRAFT July 9, 2003 Meeting Minutes

DRAFT



Key Largo Wastewater Treatment District Board of Commissioners Meeting Minutes

**4:00 PM Wednesday, July 9, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

COMMISSIONERS PRESENT

- Chairman Andrew Tobin
Commissioner Gary Bauman
Commissioner Cris Beaty
Commissioner Charles Brooks
Commissioner Jerry Wilkinson

STAFF PRESENT

Robert Sheets, General Manager, Government Services Group
Amy Dukes, Legal Counsel, Lewis Longman & Walker, P.A. (via telephone-for the meeting
only)

Faith Doyle, KLWTD Board Clerk

GUESTS PRESENT

Robert E. Burt, Key Largo Resident
Steve Gibbs, Reporter for the Free Press

A. Call to Order

Chairman Andrew Tobin called the meeting to order at 4:05 p.m.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Budget Workshop

Chairman Tobin requested that Mr. Sheets conduct the workshop. Mr. Sheets stated that discussion regarding several budget items from the previous workshop had been incorporated into the documents presented.

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Mr. Sheets stated that Line 19 "Rents and Leases" was reduced by 50%. It was the consensus of the Board that the amount allocated for rent and leases was greater than necessary and there could be funds left if a local office is not opened before the end of the fiscal year. The Board expressed a desire to have a district facility for meeting with citizens, holding Board meetings and to store copies of the official documents of the District.

Mr. Sheets stated that at the Board's direction the contingency line 23 and line 30 were combined for special projects such as the planning study and customer outreach programs.

Mr. Sheets stated that because of the Board's discussion in reference to professional services fees there was a \$28,000 reduction to legal expenses and that \$12,000 of those funds were reserved for a grant specialist. Mr. Sheets stated that legal expenses thus far have been greater because of the birth of district and that the drafting of initial contracts (professional services, Inter-local Agreement, County Loan Agreement) and resolutions have added to the expense. Mr. Sheets believes these expenses should decrease to \$7-8,000 a month for general legal expenses during FY2004. Mr. Sheets noted that legal issues directly related to the capital projects should come from capital project funds. Chairman Tobin suggested that \$5,000 a month for general legal counsel and a second line item for litigation reserve would be appropriate. Mr. Sheets agreed that a litigation reserve is an option or another option would be to have two lawyers one for general District issues and one as special utility legal counsel for more utility specific needs. Mr. Sheets stated that to revise the budget a consensus must be expressed.

Chairman Tobin asked the other member's view on the issue. Commissioner Bauman agrees that legal fees are too high and asked what Mr. Sheets believes are the legal needs in FY2004 above and beyond the review of routine agendas. Mr. Sheets believes that during FY2004 the affairs of the District should become less intensive and that Chairman Tobin's suggested \$5,000 per month would equate to approximately 30 hours of legal services a month at \$175 per hour, or 15 hours a meeting. Chairman Tobin stated that he believes it is not necessary to have extensive legal review for every agenda item. Commissioner Bauman believes that 15 hours a meeting is sufficient. Mr. Sheets suggested that legal counsel be presented with the option of an agreement with a fixed fee. This would be another option to reduce costs for routine matters and if there are specific issues to be explored it would be at the direction of the Board. Commissioner Beaty stated that \$5,000 a month would be adequate in his opinion for review of the basic items and he would like to see a litigation contingency line item. Commissioner Brooks stated that he had been concerned with legal expenses from the inception of the District and was disturbed when the Inter-local Agreement, which was a County project, became bogged down and the KLWTD accomplished the task and absorbed the expense of approximately \$9,000. Commissioner Brooks believes that having general counsel and utility counsel would be of benefit. Commissioner Brooks would like a local attorney for general work and suggested Lewis, Longman and Walker for specific utility work. Commissioner Brooks has attempted to ascertain specific costs for different tasks by reviewing the current legal expenses. He stated that it is difficult to extrapolate the information. Discussion ensued on the specific amounts to be budgeted for general legal expense and if there should be a legal utility expense line added or a litigation contingency line added. Commissioner Wilkinson stated that he would prefer a local attorney for general

DRAFT

issues and would like to retain Lewis, Longman and Walker for specific issues. Chairman Tobin directed the Manager to appropriated \$60,000 for general counsel and \$48,000 for litigation reserve.

Chairman Tobin stated that he had brought it to the attention of Ms. Dukes that there is a need for more detailed time entries on legal invoices. Chairman Tobin suggested that all contracts entered into by the District stipulate that all invoices be itemized.

Chairman Tobin directed the Manager to convey these wishes to Lewis, Longman and Walker and that if the itemized billing indicates that the expense is approaching \$5,000 a month and if it is believed that the amount will exceed the budget for the month the Manager should be contacted concerning the overage. The Manager could then prepare a budget adjustment if necessary.

Commissioner Brooks asked if obtaining local legal counsel was on the floor for discussion. Chairman Tobin stated that he believes it is not appropriate to discuss the issue during the workshop but at some point in time it should be discussed. Commissioner Beaty agreed that it should be an issue for a future agenda. Commissioner Beaty asked if a request for qualification (RFQ) is necessary when contracting for legal services. Mr. Sheets stated that an RFQ is not required for legal services, but the issue of seeking other counsel should be for a valid reason, for example, if you are not receiving competent counsel, if you are being billed excessively, or if the workload is so great that additional counsel is required. Mr. Sheets believes this issue is an extremely important discussion item and needs to be thought out completely prior to action being taken. Chairman Tobin does not want to limit discussion but does have concerns with the issue being discussed at the present time. Commissioner Bauman stated that he desires discussing the matter in greater detail but believes it should not be at present. Commissioner Brooks requested that the item be added to a future meeting agenda as a discussion item. Chairman Tobin directed the Clerk to include the item for discussion on the agenda for the second meeting in August.

Mr. Sheets continued with the budget workshop and stated that line 29 was originally budgeted for a rate consultant was reduced to zero because a rate study is not warranted for FY2004. The funds were transferred to line 33 for a grant specialist as requested by the Board. Commissioner Wilkinson asked Mr. Sheets view on the need for a rate consultant. Mr. Sheets stated that the rates have been set for monthly service charges (\$35) and the initial capacity fee (\$2,700) and that until the contract operators come online it cannot be determined if increased rates are required to meet future budgets. The rate study would be necessary at that point.

Commissioner Brooks asked when rules for connection procedures and deposit collections would be enacted. Mr. Sheets stated that these procedures would fall under the mandatory connection procedure. The development of the mandatory connection procedure would be charged and paid for from the connection fees because it is an administrative expense of a capital project. Mr. Sheets stated that because the District is not under Chapter 120 administrative codes the Boards rules, the FKAA rules that were adopted by the KLWTD could

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be used or they could choose to modify them, however there is no budgetary impact for FY2004.

Mr. Sheets noted that if the budget would be approved as discussed today there would be a \$70,000 reserve. The reserve needs to be protected and over the next few years it is critical to have reserves for emergencies. The funds could not be re-appropriated without going through a specific procedure. Commissioner Brooks asked when final approval on the budget would be required and when it would be decided that the .35 MSTU rate would be utilized. Mr. Sheets stated that the budget would need to be approved in September and that the County has the millage of .35 and to reduce it would reduce the reserve. Mr. Sheets stated that a public hearing on the budget is necessary prior to adoption and the public hearing **MUST** be advertised 30 days in advance. Mr. Sheets stated that for the public to have time to review and respond to the budget it was suggested that a public input hearing be held in August. It was the consensus of the Board to have a public input hearing in August. It was suggested that copies of the budget be provided to the Key Largo Federation of Homeowners and the Key Largo Trailer Village Homeowners Association.

Commissioner Bauman requested budget to actual expenditure figures. Mr. Sheets suggested that the Board be provided with a quarterly financial status report. The chief financial officer, David Miles would present the current budget status and identify any shortfalls and recommend budget adjustments if warranted. The Board agreed with the suggestion.

Commissioner Wilkinson asked about the collection costs for the MSTU. Mr. Sheets stated the budget reflects a 95% collection rate for MSTU receivables. The balance of 5% should cover the cost of collection. Commissioner Wilkinson expressed concerned with the cost of collection and the timing of transferring funds from the County to the KLWTD. Mr. Sheets stated that a liquidity analysis to verify funding requirements would be conducted by the CFO and that research is being conducted to establish a line of credit with TIB Bank to cover any cash flow difficulties.

Chairman Tobin questioned line 27 "Management" and the difference between the 2003 amount and 2004 management contract. Chairman Tobin also requested that the general manager keep time records. Mr. Sheets stated that the amount reflects the 3% annual increase as indicated by the management contract that would not be in effect until April 2004. Chairman Tobin would like to see the actual amount of \$129,600, or 12 months x \$10,800, in the budget.

Mr. Sheets stated that a revised budget would be presented at the next meeting prior to the advertisement being placed for the public hearings.

The workshop concluded and Chairman Tobin recessed the meeting at 5:10 p.m.

Chairman Tobin reconvened the meeting at 5:20 p.m.

D. Additions, Deletions or Corrections to the Agenda

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There were no additions, deletions or corrections to the Agenda.

Ms. Amy Dukes joined the meeting via telephone at 5:25 p.m.

E. Action Items

1. Approval of the Revised Monroe County/ Key Largo Wastewater Treatment District Loan Agreement

Chairman Tobin brought Item E1 to the floor. **COMMISSIONER BROOKS MOTIONED TO APPROVE THE REVISED MONROE COUNTY/KEY LARGO WASTEWATER TREATMENT DISTRICT LOAN AGREEMENT. COMMISSIONER BAUMAN SECONDED THE MOTION. COMMISSIONER WILKINSON WAS NOT IN FAVOR OF THE MOTION AND VOTED NO. ALL OTHER MEMBERS WERE IN FAVOR. THE MOTION WAS APPROVED BY A VOTE OF FOUR TO ONE.**

Legal Counsel Report

Ms. Dukes stated that she has been working on various projects in conjunction with the Manager and CFO since the last meeting including the Standard Professional Consultant Contract, the Auditors Service Contracts and the check writing policy. Chairman Tobin stated that the Standard Professional Consultant Contract was on the agenda and asked Ms. Dukes if it required any additional work. Ms. Dukes stated that it was complete. Ms. Dukes stated that the Auditors Service Contract needed minor changes.

Chairman Tobin informed the Board that as a result of communications with Danny Kolhage, Monroe County Clerk of Courts, concerns were raised in reference to the present KLWTD Expenditure Policy (Resolution 2003-11). The results are covered in a memo drafted by Lewis Longman and Walker. Mr. Kolhage questioned the General Manager's check writing authority. Chairman Tobin noted that the FKAA requires the chairman and one board member's signature on all disbursement checks and noted that law does not mandate this requirement. Mr. Sheets stated that under the current policy funds can't be disbursed without approval by the Board and that the emergency provision gives approval for items under \$1,000 and that any emergency expenditures must be reported to the Board immediately. Mr. Sheets suggested that the Chairman or the Secretary/Treasurer sign the disbursement approval document if one is developed and approved by the Board.

Discussion ensued concerning different expenditure procedures. Mr. Sheets stated that he would present a management recommendation on a procedure. Chairman Tobin suggested that separate procedures be developed for each fund in the future. Ms. Dukes stated that if the procedure changes, there would need to be a new resolution to enact it. Chairman Tobin agrees that a new resolution is required to change the procedure, which would include the suggested disbursement approval document. Chairman Tobin requested that the resolution be drafted and the disbursement approval document. Chairman Tobin stated that Resolution 2003-11 was conditioned on having errors and omissions insurance or wrongful acts coverage and that GSG had not included this specific coverage. Ms. Dukes stated that she would

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amend the resolution once the policy is changed. Chairman Tobin stated that he would like to review Resolution 2003-11 to verify if the changes could be made without Ms. Dukes' assistance.

Commissioner Brooks requested copies of the insurance documents for review that the Chairman had referred to. Chairman Tobin requested the Clerk to distribute copies of the GSG insurance certificates. Commissioner Brooks questioned the authorization of changing the check writing process. Chairman Tobin stated that at present the only action being explored was to have the Chairman and Secretary/Treasurer sign authorizing disbursements. Mr. Sheets suggested that a wrongful act rider be added to the current GSG insurance policy. The Board requested that a copy of the present KLWTD Expenditure Policy (Resolution 2003-11) be forwarded to them.

Chairman Tobin requested that the Auditor Services Contract be distributed to the Board and that it be placed on a future agenda.

Chairman Tobin brought to the floor for discussion the need to explore changing the Board meeting schedule due to conflicts with the Monroe County Planning Commission and County Commissioners meetings. The 2nd and 4th Thursday was suggested. Commissioner Brooks stated that the Civic Club schedule should be checked for availability and that he would take the new dates to the Civic Club Board for consideration on July 22. Commissioner Bauman requested the meetings be held the third Thursday. Commissioner Beaty would prefer Thursday meetings. Chairman Tobin stated that the August meetings are to be kept as scheduled and the switch would take place in September.

Discussion ensued concerning the rescheduling of the July 23 meeting to July 30. Chairman Tobin and Mr. Sheets have conflicts on July 23 and Ms. Dukes has a conflict on July 30. Mr. Sheets stated that the items of importance for the upcoming agenda include the scopes from Weiler Engineering Corporation (WEC) for construction management and the GSG construction administration work authorization. Mr. Sheets suggested that staff and WEC meet with individual Board members on July 21 and 22 on the scope of services so that revisions could be made to the scope so that it could be considered for Board authorization on July 30. Mr. Sheets stated that a formal presentation by WEC would be made on July 30 and that GSG would conduct a general construction management presentation illustrating the difference between A.6 and A.7 services.

Chairman Tobin suggested that Brown and Caldwell as design engineer on the Haskell team have a round table discussion along with WEC and GSG staff to understand what the KLWTD Board expects from project management. Chairman Tobin suggested the discussion be held at the July 30 meeting and that it be video taped in the event that negotiations with WEC fail. Chairman Tobin believes videotape would facilitate the process if the Board proceeds to the next engineering firm.

Discussion ensued on involving Brown and Caldwell in the process prior to WEC being under contract with KLWTD.

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Commissioner Wilkinson asked how contract section E.2 ties into the 'scope of service'. Mr. Sheets stated that the general contract needs to be signed with general terms then a request for a scope of service, which results in a work authorization needs to be approved by the Board. Discussion ensued on redesign of the Park. Mr. Sheets stated that the present cost would include the redesign of the project at a price specified by WEC and that additional engineering work for KLP would require an additional engineer.

Commissioner Bauman asked if Brown and Caldwell were contractually bound to attend KLWTD meetings. Chairman Tobin stated that the cooperation clause in the Haskell contract was requested for this purpose. Ms. Dukes stated that her understanding is that under the cooperation clause, Haskell would need to request that Brown and Caldwell attend as part of the Haskell team. Mr. Sheets suggested that WEC, Haskell and Brown and Caldwell discuss the project management plan prior to the public meeting. Chairman Tobin, Commissioner Bauman and Commissioner Wilkinson agreed with Mr. Sheets' suggestion adding that Higgins also needs to be involved. Mr. Sheets stated that his goal is to educate the Board during this first experience with project management and daily engineering activities. Chairman Tobin believes that the engineering fees are out of hand and need to be controlled. Mr. Sheets stated that he would initiate whatever action the Board requests. Discussion ensued. Commissioner Brooks believes the Board needs to act on a management plan and that when professionals are hired with specific expertise to oversee projects the Board needs to place confidence in them and in the case of WEC, Haskell had enough confidence in them to potentially have them on their team. Commissioner Beaty agrees that after an agreement has been reached with WEC on a scope of service all parties should meet to develop a management plan for the Board's approval. Commissioners Brooks, Beaty, Bauman and Chairman Tobin agreed. Commissioner Wilkinson agreed but has concerns that he believes will be addressed during the meeting with WEC.

COMMISSIONER BROOKS MADE A MOTION TO RESCHEDULE THE JULY 23RD MEETING TO JULY 30TH AT 3:00 P.M. AND TO ADVERTISE THE CHANGE AND TO HAVE WEC MAKE A PRESENTATION ON CONSTRUCTION MANAGEMENT AND GSG MAKE A PRESENTATION ON CONSTRUCTION ADMINISTRATION. COMMISSIONER BEATY SECONDED THE MOTION. ALL WERE IN FAVOR AND THE MOTION WAS UNANIMOUSLY APPROVED.

It was the consensus of the Board that the WEC and GSG presentations, the pending payments and disbursement approval document (revised Resolution 2003-11) be the only items on the July 30, 2003 agenda.

2. Approval of the Standard Contract for Consulting/Professional Services

Chairman Tobin brought the item to the floor for discussion. Mr. Sheets stated that the contract had been approved by virtue of the issuance of the RFP and that this was being presented for ratification. Chairman Tobin believes that due to the potential for requested changes from the engineering firms, the contracts should be considered on an individual basis. Commissioner Brooks stated he has concerns with section 6.A and the several other statements in the contract. It was the consensus of the Board to table the item and to

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consider the individual contracts that are received from the responding top eight engineering firms.

Mr. Sheets informed the Board that the Notice to Proceed (NTP) has been sent to the Haskell Company for the KLTV project. The Clerk was instructed to forward copies to the Board. Chairman Tobin stated concern over the issuance of the NTP being premature. Mr. Sheets stated that it was necessary to trigger an updated Schedule B and a meeting with the DCA to rework the draw down schedule. Discussion ensued on the issuance of the NTP and the ramifications of the action. The Manager and Legal Counsel were directed to review the ramifications and rescind the NTP if necessary. Commissioner Bauman asked what the first task is to be. Mr. Sheets stated that it would be the preliminary design. Commissioner Bauman believes the action was not premature and does not want the preliminary design delayed. Chairman Tobin requested that Mr. Sheets review the situation and to advise the Board of any areas of concern.

Commissioner Bauman asked if there has been any response to the letter that was forwarded to the FDEP. Mr. Sheets noted that no responses have been received.

COMMISSIONER BAUMAN MOTIONED TO APPROVE THE JUNE 25, 2003 MINUTES WITH THE ADDITION OF CHAIRMAN TOBIN'S YES VOTE ON PAGE 9. COMMISSIONER BEATY SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED.

Mr. Sheets stated that a revised FY2004 Budget would be provided for the Board's review at the July 30 meeting in preparation for advertisement.

Chairman Tobin adjourned the meeting at 6:42 p.m.

KLWTD Board Meeting August 13, 2003

Item G - 1

Advertisement for the KLWTD FY 2004
Budget Resolution for adoption at the
September 17, 2003 meeting.

NOTICE OF PUBLIC MEETING AND PUBLIC HEARING

The Key Largo Wastewater Treatment District announces a public meeting and public hearing to which all interested persons are invited. The meeting and public hearing will be held at 4:00 p.m. on September 17, 2003 at the Key Largo Civic Club, 209 Ocean Bay Drive, Key Largo, Florida. The meeting will include a public hearing to consider the adoption of the fiscal year 2004 annual budget and capital improvement program for the Key Largo Wastewater Treatment District. All interested persons shall have the opportunity to be heard concerning the proposed annual budget and the capital improvement program, and to file written comments with the District. If a person decides to appeal any decision made by the Key Largo Wastewater Treatment District with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact clerk to the KLWTD Board at (305) 451-5105, at least three business days prior to the date of the hearing. If you have any questions, please contact the Clerk to the KLWTD Board at (305) 451-5105.

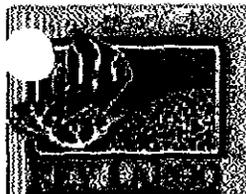
Publish:

The Key West Citizen
The Reporter
August 18, 2003

**KLWTD Board Meeting
August 13, 2003**

Item G - 2

**Revised KLWTD Work Authorization
WEC 03-01 for the KLTV Project**



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491, KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Charles Sweat, Director of Operations
Terry Lewis, Board Attorney
Amy Dukes, Board Attorney
Faith Doyle, Clerk to the Board

FROM: Charles Sweat, Director of Operations

DATE: August 8, 2003

RE: Revisions to the Weiler Engineering Corporation Scopes of Service for Work Authorizations WEC 03-01 for the KLTV Project

Dear Commissioners:

The attached revised Weiler Engineering Corporation Work Authorization WEC 03-01 Scope of Service includes the following revisions:

- All occurrences of the word 'engineer' has been clarified to delineate if the responsibility would be that of "WEC/District Engineer" or "design build consultant"
- The references to a specific time have been eliminated and now read that it will be through the completion of the contract.
- The scope includes a schedule of activities to be completed within the first 30 days
- The language that referred to phases being completed when sent has been changed to being complete when accepted and approved by the Board.
- The requested increase to WEC's insurance coverage has been provided.

Mr. Jeff Weiler of Weiler Engineering Corporation has provided revised copies for consideration and execution at the pleasure of the Board.

WORK AUTHORIZATION NO. WEC 03-01

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

Weiler Engineering Corporation ("WEC")

A. SCOPE OF SERVICE

WEC will provide Professional Consulting Engineering Services for the Key Largo Trailer Village (KLTV) Project as described in the attached Scope of Service dated August 8, 2003.

B. PROJECT COST

Lump Sum not-to-exceed: \$216,615.00 per attached Exhibit B

C. PROJECT SCHEDULE

Please see attached Scope of Services.

D. NOTICE/PROJECT MANAGER OF CONSULTANT

R. Jeff Weiler, P.E. President
Weiler Engineering Corporation
20020 Veterans Blvd., Suite 7
Port Charlotte, FL 33954

Andrew Tobin, Chairman
KLWTD
Post Office Box 491
Key Largo, FL 33037

Certification that Sufficient Funds are Available:

Chief Financial Officer

General Manager

Dated this ____ day of _____, 2003.

**WEC 03-01
KLTV**

Weiler Engineering's Scope of Services – Key Largo Trailer Village August 8, 2003

~~The Agreement between the Key Largo Wastewater Treatment District (KLWTD) and the Weiler Engineering Corporation (WEC) is amended and supplemented to include the following agreement of the parties for the Key Largo Trailer Village Project.~~

Our general understanding of this project includes services to provide design review for the new wastewater treatment plant, vacuum pump station, and vacuum collection system, designed by others. The Weiler Engineering Corporation (WEC) will review Engineering Design Reports, preliminary and final construction plans, for the systems. WEC will also provide technical and value engineering review of construction plans and specifications prior to submittal for permitting, and construction. WEC will attend meetings as may be scheduled for pre-submittal of the permit applications, along with meetings with KLWTD and other consultants.

WEC will provide Construction Administration services for the project generally outlined in the Consultant Agreement items A.6. and A.7. and provide the review services outlined in the Design/Build between the KLWTD and the Haskell Company under Exhibit G and Article 4. Services will include review of shop drawings, pay requests, change orders, and operations & maintenance submittals. During construction WEC will respond to Requests for Clarification by the Contractor, as well as serve as KLWTD's liaison to the Design/Build team for other construction issues. WEC will provide on site construction observation and will prepare daily, weekly, and monthly inspection reports. WEC will maintain record field data as construction progresses. ~~Monthly and final progress reports will also be provided to KLWTD. WEC will~~ provide services during start up of the systems. Upon final completion, WEC will review record drawings, and final close-out documents provided by the Engineer of Record and the Contractor.

Upon the District's authorization to proceed, WEC's (ENGINEER) services during design and construction will generally include those outlined in the Agreement and above and more specifically as follows:

Data Acquisition Phase

Initially (first thirty days after approval to proceed), WEC will coordinate with the District, the District's Manager Government Services Group (GSG), Contractors and other Consultants to:

Review all Design data and information available for the project provided by the District and Boyle Engineering.

Provide assistance with the preparation of the Notice to Proceed with the Construction Contract.

Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for both projects, KLP and KLTV.

Upon review of the available information and coordination with the other Consultants and Contractors and the District, make recommendations to the District regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts if applicable. Specifically, the Haskell Company and Brown and Caldwell's responsibility to complete the KLP project.

Update the schedule for the project and provide a summary status report to the District.

Definitions

Client – (KLWTD) – Key Largo Wastewater Treatment District

Key Largo Wastewater Treatment District Engineer – WEC or ENGINEER - The Weiler Engineering Corporation

Design Build Contractor – (Contractor) - The Haskell Company

Design Build Design Engineer/Engineer of Record – DB CONSULTANT - Brown and Caldwell

WEC shall coordinate with the Design Build Team Consultant (Brown and Caldwell) and will act as the KLWTD Engineer as outlined in the agreement between the KLWTD and the Haskell Company to provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

Study and Report Phase

- A. WEC shall:
1. Consult with KLWTD to define and clarify KLWTD's requirements for the Project and available data.
 2. Advise KLWTD as to the necessity of KLWTD's providing data or services which are not part of WEC's Basic Services, and assist KLWTD in obtaining such data and services.
 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project ~~designed or specified by WEC~~, including but not limited to mitigating measures identified in the environmental assessment.
 4. Identify and evaluate alternate solutions available to KLWTD and provided by DB CONSULTANT, after consultation with KLWTD, recommend to KLWTD those solutions which in WEC's judgment meet KLWTD's requirements for the Project.

5. Review a report (the "Report") prepared by the DB CONSULTANT which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria and an opinion of probable cause with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to KLWTD which DB CONSULTANT recommends.

6. Provide comments, request for additional information and recommendations to DB CONSULTANT for final inclusion in the Report.

B. WEC's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been ~~delivered to and~~ accepted and approved by the KLWTD.

Preliminary Design Phase

A. After acceptance by KLWTD of the Report, selection by KLWTD of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by KLWTD, and upon written authorization from KLWTD, WEC shall:

1. Review Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2. Review necessary field surveys and topographic and utility mapping for design purposes.

3. Advise KLWTD if additional reports, data, information, or services are necessary and assist KLWTD in obtaining such reports, data, information, or services.

4. Review an adjusted opinion of probable cost and make recommendations to the KLWTD.

5. Perform or provide the following additional Preliminary Design Phase tasks:

6. Receive the Preliminary Design Phase documents and review them with KLWTD.

7. Provide comments, request for additional information and recommendations to DB CONSULTANT for final inclusion in the in the Preliminary Design Phase documents.

B. WEC's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been ~~delivered to and~~ accepted and approved by the KLWTD.

Final Design Phase

A. After acceptance by KLWTD of the Preliminary Design Phase documents and revised opinion of probable Construction Cost WEC shall:

1. Review final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Review technical criteria, written descriptions, and design data provided by the DB CONSULTANT for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.
3. Advise KLWTD of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to WEC or provided by DB CONSULTANT.
4. Receive the Final Design Documents and provide comments, request for additional information and recommendations to DB CONSULTANT for final inclusion in the in the Final Design Phase documents.

B. WEC's services under the Final Design Phase will be considered complete on the date when the submittals have been ~~delivered to~~ accepted and approved by the KLWTD.

WEC's services during construction will generally include those required in the Contract between the KLWTD and The Haskell Company for the "KLWTD ENGINEER" and more specifically as follows:

1. *General Administration of Construction Contract.* Consult with KLWTD and act as KLWTD's representative as provided in the Agreement and the Construction Contract between the KLWTD and the Contractor. The extent and limitations of the duties, responsibilities and authority of WEC shall not be modified, except as WEC may otherwise agree in writing. All of KLWTD's instructions to Contractor will be issued through WEC, who shall have authority to act on behalf of KLWTD in dealings with Contractor to the extent provided in the Agreement except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the WEC Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as outlined in Exhibit C. The furnishing of such RPR's services will not extend WEC's responsibilities or authority beyond the specific limits set forth elsewhere in the Agreement.
3. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

4. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by WEC, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to WEC in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on WEC's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, WEC will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and WEC shall keep KLWTD informed of the progress of the Work.

b. The purpose of WEC's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable WEC to better carry out the duties and responsibilities assigned to and undertaken by WEC during the Construction Phase, and, in addition, by the exercise of WEC's efforts as an experienced and qualified design professional, to provide for KLWTD a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. WEC 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 WEC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, WEC 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.

c. The DB CONSULTANT shall provide a representative during construction and shall assure compliance with Chapter 62, F.A.C..

5. *Defective Work.* Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, WEC believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

6. *Clarifications and Interpretations; Field Orders.* Review clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work and make recommendations to the District.

7. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to KLWTD, as appropriate.

8. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor and DB CONSULTANT is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. WEC has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to WEC.

9. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

10. *Inspections and Tests.* Assure that the DB CONSULTANT has required such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. WEC'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. WEC shall be entitled to rely on the results of such tests.

11. *Disagreements between KLWTD and Contractor.* Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, WEC shall be fair and not show partiality to KLWTD or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

12. *Applications for Payment.* Based on WEC's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that WEC recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute WEC's representation to KLWTD, based on such observations and review, that, to the best of WEC's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to

the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is WEC's responsibility to observe Contractor's work. In the case of unit price work, WEC's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of WEC contained in paragraph are expressly subject to the limitations set forth in general limitations in this Agreement and elsewhere.

b. By recommending any payment, WEC shall not thereby be deemed to have represented that observations made by WEC to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to WEC in this Agreement and the Contract Documents. Neither WEC's review of Contractor's work for the purposes of recommending payments nor WEC's recommendation of any payment including final payment will impose on WEC responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on WEC to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to KLWTD free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between KLWTD and Contractor that might affect the amount that should be paid.

13. *Contractor's Completion Documents.*

a. Receive from DB CONSULTANT and review maintenance and operating instructions, schedules, and guarantees.

b. From DB CONSULTANT, receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

c. WEC shall transmit these documents to KLWTD.

14. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with DB CONSULTANT and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of KLWTD, WEC considers the Work Substantially Complete,

WEC shall review a certificate of Substantial Completion delivered by DB CONSULTANT to KLWTD.

15. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: Not applicable for this project

16. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that WEC may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, WEC shall also provide a notice that the Work is acceptable to the best of WEC's knowledge, information, and belief and based on the extent of the services provided by WEC under this Agreement.

B. *Duration of Construction Phase:* The fees for this project have been calculated based on the construction schedule provided by the Contractor and the project being completed concurrently with the Key Largo Park project ~~and is based on thirteen months for Final Completion.~~ The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by WEC for final payment to Contractors and acceptance by the District.

C. **LIMITATION OF LIABILITY:** The liability of the Design Professional and any of the Design Professional's consultants to the Client, for any actions, damages, claims, demands, judgments, losses, costs, and expenses arising out of or resulting from the Design Professional's or its consultants' negligent acts, errors, or omissions is limited to the amount of the professional liability insurance maintained by the Design Professional and available at the time of determination of liability. ~~The Client agrees not to personally charge any employee of WEC with any liability arising out of the performance of this Agreement.~~

WEC shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

WEC 03-01
EXHIBIT B to Scope of Services, dated August 8, 2003
KLTV

PAYMENT OPTION B

Payments to WEC/ENGINEER for Services and Reimbursable Expenses – Lump Sum

PAYMENTS TO WEC/ENGINEER

For Basic Services Having a Determined

Scope --Lump Sum Method of Payment

A. OWNER shall pay WEC/ENGINEER for Basic Services, including services of WEC/ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of \$216,615 based on the following assumed distribution of compensation:

- a. Design Phase \$22,030
- b. Construction Administration \$57,355
- c. Detailed Observation \$137,230

2. WEC/ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

3. The Lump Sum includes compensation for WEC/ENGINEER's services and services of WEC/ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for WEC/ENGINEER's services will be based upon WEC/ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

~~5. The Lump Sum is conditioned on Contract Times to complete the Work running concurrently with the Key Largo Trailer Village project and not exceeding 13 months for construction and 18 months through closeout. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to WEC/ENGINEER shall be appropriately adjusted.~~

Key Largo Trailer Village
(Exhibit - Basic Services With Determined Scope – Lump Sum
Method of Payment)

5. The Lump Sum is conditioned on Contract Times to complete a portion of the Work running concurrently within the time frame allocated for the Key Largo Park project and outlined in the schedule included with the construction contract between the District and the Haskell Company. It is understood that the construction contract with the Haskell Company for this Project specifies approximately 13 months for construction and WEC's fees for Detailed Observation have been calculated based on this schedule and what time WEC feels necessary to assure the District a satisfactory project. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to WEC shall not be adjusted unless the District is entitled to compensation such as Liquidated Damages or the extension of time is a result of approved changes in the Work.

6. If more prime contracts are awarded for Work ~~designed or specified herein, by WEC/ENGINEER~~ for this Project other than identified herein, ~~the~~ WEC/ENGINEER shall be compensated.

EXHIBIT C

Resident Project Representative

A. WEC shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist WEC in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, WEC shall endeavor to provide further protection for KLWTD against defects and deficiencies in the Work. However, WEC shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall WEC have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are limited to those of WEC in the Agreement with the KLWTD and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is WEC's agent at the Site, will act as directed by and under the supervision of WEC, and will confer with WEC regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with WEC and Contractor, keeping KLWTD advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with KLWTD with the knowledge of and under the direction of WEC.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with WEC concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as WEC's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- b. Assist WEC in serving as KLWTD's liaison with Contractor when Contractor's operations affect KLWTD's on-Site operations.
 - c. Assist in obtaining from KLWTD additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to WEC when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by WEC.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify WEC of availability of Samples for examination.
 - c. Advise WEC and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by WEC.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to WEC. Transmit to Contractor in writing decisions as issued by WEC.
8. ~~*Review of Work and Rejection of Defective Work:*~~
 - a. Conduct on-Site observations of Contractor's work in progress to assist WEC in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to WEC whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise WEC of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
 - a. Consult with WEC in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate KLWTD's personnel, and that Contractor maintains adequate records thereof.

- c. Observe, record, and report to WEC appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to WEC.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, WEC's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to WEC.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to WEC.

11. *Reports:*

- a. Furnish to WEC periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to WEC proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to WEC and KLWTD copies of all inspection, test, and system startup reports.
- d. Report immediately to WEC the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to WEC, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to WEC for review and forwarding to KLWTD prior to payment for that part of the Work.

14. *Completion:*

a. Before WEC issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of WEC, KLWTD, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to WEC concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of WEC's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of KLWTD or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by WEC.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize KLWTD to occupy the Project in whole or in part.
-

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID OR
WRITE-1

DATE (MM/DD/YYYY)
08/08/03

PRODUCER

Key Agency Inc.
1201 South McCall Road
Englewood FL 34223
Phone: 941-474-9511 Fax: 941-474-7283

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Service Insurance Company

INSURER B: Auto Owners Insurance Co. 09703

INSURER C: Continental Casualty Insurance

INSURER D:

INSURER E:

INSURED

Weiler Engineering Corp
20020 Veterans Blvd Suite 7-9
Ft Charlotte FL 33934-0000

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	SMP108792	02/01/03	02/01/04	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES FOR POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOG				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/DP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4166427600	11/09/02	11/09/03	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				ALTO ONLY - EA ACCIDENT \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	Professional Liab	AAA113827486	09/21/02	09/21/03	Prof Liab \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
All Operations State of Florida

CERTIFICATE HOLDER

Key Largo Waste Water Treatment District
614 N Wymore Rd
Winter Park FL 32789

KEX1A01

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

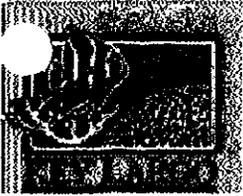
AUTHORIZED REPRESENTATIVE

[Signature]

**KLWTD Board Meeting
August 13, 2003**

Item G - 3

**Revised KLWTD Work Authorization
WEC 03-02 for the KLP Project**



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Charles Sweat, Director of Operations
Terry Lewis, Board Attorney
Amy Dukes, Board Attorney
Faith Doyle, Clerk to the Board

FROM: Charles Sweat, Director of Operations

DATE: August 8, 2003

RE: Revisions to the Weiler Engineering Corporation Scopes of Service for Work Authorizations WEC 03-02 for the KLP Project

Dear Commissioners:

The attached revised Weiler Engineering Corporation Work Authorization WEC 03-02 Scope of Service includes the following revisions:

- All occurrences of the word 'engineer' has been clarified to delineate if the responsibility would be that of "WEC/District Engineer" or "design build consultant"
- The references to a specific time have been eliminated and now read that it will be through the completion of the contract.
- The scope includes a schedule of activities to be completed within the first 30 days
- The language that referred to phases being completed when sent has been changed to being complete when accepted and approved by the Board.
- The requested increase to WEC's insurance coverage has been provided.

Mr. Jeff Weiler of Weiler Engineering Corporation has provided revised copies for consideration and execution at the pleasure of the Board.

WORK AUTHORIZATION NO. WEC 03-02

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

Weiler Engineering Corporation ("WEC")

A. SCOPE OF SERVICE

WEC will provide Professional Consulting Engineering Services for the Key Largo Park (KLP) Project as described in the attached Scope of Service dated August 8, 2003.

B. PROJECT COST

Lump Sum not-to-exceed: \$128,010.00 per attached Exhibit B

C. PROJECT SCHEDULE

Please see attached Scope of Services.

D. NOTICE/PROJECT MANAGER OF CONSULTANT

R. Jeff Weiler, P.E. President
Weiler Engineering Corporation
20020 Veterans Blvd., Suite 7
Port Charlotte, FL 33954

Andrew Tobin, Chairman
KLWTD
Post Office Box 491
Key Largo, FL 33037

Certification that Sufficient Funds are Available:

Chief Financial Officer

General Manager

Dated this ____ day of _____, 2003.

WEC 03-02
KLP

Weiler Engineering's Scope of Services – Key Largo Park August 8, 2003

We understand that the design and permitting for this project has been completed by Boyle Engineering and the District has negotiated a Contract with Douglas Higgins, Inc. to construct the project. We further understand that this project will be completed concurrently with the Key Largo Village Project and, although under separate contract, the District will allow WEC to share resources and personnel between projects. And, that construction office space will be provided to WEC.

Our general understanding of this project includes coordination with the District's Consultant, Government Services Group, to provide services as the Engineer of Record for the project. As Engineer of Record, the Weiler Engineering Corporation (WEC) will provide design review for the new vacuum collection system, designed by others. WEC will provide technical and value engineering review of the construction plans and specifications prior to construction and will offer recommendations as to potential savings.

Upon approval from the District, WEC will prepare modifications to the previously completed plans and specifications to accommodate the entire park (approximately 250 ERC's and approximately 28 ERC's in the Sunset Subdivision) necessary for regulatory approval and construction.

WEC will provide Construction Administration services for the project. Services will include review of shop drawings, pay requests, change orders, and operations & maintenance submittals. During construction WEC will respond to Requests for Clarification by the Contractor, as well as serve as KLWTD's liaison to the Contractor for other construction issues. WEC will provide on site construction observation concurrently with the Key Largo Trailer Village project pursuant to Florida Statute (FAC chapter 62), and will prepare daily, weekly, and monthly inspection reports. WEC will maintain record field data as construction progresses. Monthly and final progress reports will also be provided to KLWTD. WEC will provide services during start up of the systems. Upon final completion, WEC will prepare record drawings, and final close-out documents, for final certification.

Upon the District's authorization to proceed, WEC's (ENGINEER) services during design and construction will generally include those outlined in the Agreement and above and more specifically as follows:

Definitions

Client – (KLWTD) – Key Largo Wastewater Treatment District

Key Largo Wastewater Treatment District Engineer – WEC or ENGINEER - The Weiler Engineer Corporation

Data Acquisition Phase

Initially (first thirty days after approval to proceed), WEC will coordinate with the District, the District's Manager Government Services Group (GSG), Contractors and other Consultants to:

Review all Design data and information available for the project provided by the District and Boyle Engineering.

Provide assistance with the preparation of the Notice to Proceed with the Construction Contract.

Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for both projects, KLP and KLTV.

Upon review of the available information and coordination with the other Consultants and Contractors and the District, make recommendations to the District regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts if applicable. Specifically, the Haskell Company and Brown and Caldwell's responsibility to complete the KLP project.

Update the schedule for the project and provide a summary status report to the District.

Design Phase

A. WEC will review the existing approved plans and will prepare modifications to the plans to accommodate the Sunset Village Subdivision including:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Prepare technical criteria, written descriptions, and design data for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.

3. Advise KLWTD of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to WEC.

4. Prepare the Final Design Documents for final inclusion in the in the Final Design Phase documents.

B. WEC's services under the Design Phase will be considered complete on the date when the submittals have been delivered to accepted and approved by the KLWTD.

Construction Phase

1. *General Administration of Construction Contract.* Consult with KLWTD and act as KLWTD's representative as provided in the Agreement and the Construction Contract between the KLWTD and the Contractor. The extent and limitations of the duties, responsibilities and authority of ENGINEER shall not be modified, except as ENGINEER may otherwise agree in writing. All of KLWTD's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of KLWTD in dealings with Contractor to the extent provided in the Agreement except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as outlined in Exhibit C. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in the Agreement.

3. *Selecting Independent Testing Laboratory.* Assist KLWTD in the selection of an independent testing laboratory.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, coordinate with Contractors Surveyor to establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep KLWTD informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for KLWTD a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER 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 ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER 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.

7. *Defective Work.* Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to KLWTD, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'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. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between KLWTD and Contractor.* Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to KLWTD or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to KLWTD, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph are expressly subject to the limitations set forth in general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes

of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to KLWTD free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between KLWTD and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

c. ENGINEER shall transmit these documents to KLWTD.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with KLWTD and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of KLWTD, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to KLWTD and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: Not applicable for this project

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase:* The fees for this project have been calculated based on the construction schedule provided for by the contractor and the project being completed concurrently with the Key Largo Village project ~~and is based on thirteen months for Final~~

Completion. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. **LIMITATION OF LIABILITY:** The liability of the Design Professional and any of the Design Professional's consultants to the Client, for any actions, damages, claims, demands, judgments, losses, costs, and expenses arising out of or resulting from the Design Professional's or its consultants' negligent acts, errors, or omissions is limited to the amount of the professional liability insurance maintained by the Design Professional and available at the time of determination of liability. The Client agrees not to personally charge any employee of WEC with any liability arising out of the performance of this Agreement.

ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

WEC 03-02
EXHIBIT B to Scope of Services, dated August 8, 2003
KLP

PAYMENT OPTION B

Payments to WEC/ENGINEER for Services and Reimbursable Expenses – Lump Sum

PAYMENTS TO THE ENGINEER

For Basic Services Having a Determined

Scope – Lump Sum Method of Payment

A. OWNER shall pay WEC/ENGINEER for Basic Services, including services of WEC/ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of \$128,010 based on the following assumed distribution of compensation:

- | | |
|--------------------------------|-----------------|
| a. Design Phase | <u>\$10,500</u> |
| b. Construction Administration | <u>\$62,070</u> |
| c. Detailed Observation | <u>\$55,440</u> |

2. ~~WEC/ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.~~

3. The Lump Sum includes compensation for WEC/ENGINEER's services and services of WEC/ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for WEC/ENGINEER's services will be based upon WEC/ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

~~5. The Lump Sum is conditioned on Contract Times to complete the Work running concurrently with the Key Largo Trailer Village project and not exceeding 9 months for construction and 18 months through closeout. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.~~

Key Largo Park
(Exhibit - Basic Services With Determined Scope – Lump Sum
Method of Payment)

5. The Lump Sum is conditioned on Contract Times to complete the Work running concurrently within the time frame allocated for the Key Largo Trailer Village project and outlined in the schedule included with the construction contract between the District and the Haskell Company. It is understood that the construction contract with Douglas Higgins, Inc. for the KLP Project specifies approximately 9 months for construction and WEC/ENGINEER's fees for Detailed Observation have been calculated based on this schedule and what time WEC/ENGINEER feels necessary to assure the District a satisfactory project. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to WEC/ENGINEER shall not be adjusted unless the District is entitled to compensation such as Liquidated Damages or the extension of time is a result of approved changes in the Work.

If more prime contracts are awarded for Work ~~designed or specified by~~ WEC/ENGINEER for this Project other than identified herein, the WEC/ENGINEER shall be compensated.

EXHIBIT C

Resident Project Representative

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for KLWTD against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the KLWTD and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping KLWTD advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with KLWTD with the knowledge of and under the direction of ENGINEER.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- b. Assist ENGINEER in serving as KLWTD's liaison with Contractor when Contractor's operations affect KLWTD's on-Site operations.
 - c. Assist in obtaining from KLWTD additional details or information, when required for proper execution of the Work.
 5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
 6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
 - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate KLWTD's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and KLWTD copies of all inspection, test, and system startup reports.

- d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to KLWTD prior to payment for that part of the Work.

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of ENGINEER, KLWTD, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of KLWTD or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize KLWTD to occupy the Project in whole or in part.
-

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CR
WEILE-1

DATE (MM/DD/YYYY)
08/08/03

Key Agency Inc.
1201 South McCall Road
Englewood FL 34223
Phone: 941-474-9511 Fax: 941-474-7283

INSURED

Weiler Engineering Corp
20020 Veterans Blvd Suite 7-9
Ft Charlotte FL 33934-0000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

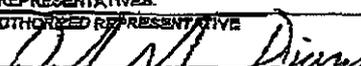
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Service Insurance Company	
INSURER B:	Auto Owners Insurance Co.	09703
INSURER C:	Continental Casualty Insurance	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	SMP108792	02/01/03	02/01/04	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/DP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4166427500	11/09/02	11/09/03	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESSIVE/RELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab	ANA113827486	09/21/02	09/21/03	Prof Liab \$2,000,000 \$2,000,000

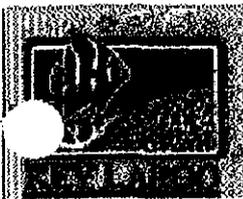
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
All Operations State of Florida

CERTIFICATE HOLDER	CANCELLATION
Key Largo Waste Water Treatment District 614 N Wymore Rd Winter Park FL 32789	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

KLWTD Board Meeting August 13, 2003

Item G - 4

**Ratification of the revised Weiler
Engineering Corporation Contract for
Consulting/Professional Services**



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Charles Sweat, Director of Operations
Terry Lewis, Board Attorney
Amy Dukes, Board Attorney
Faith Doyle, Clerk to the Board

FROM: Charles Sweat, Director of Operations

DATE: August 8, 2003

RE: Revisions to the Weiler Engineering Corporation Contract for Consulting/Professional Services

Dear Commissioners:

The attached revised Weiler Engineering Corporation Contract for Consulting/Professional Services includes the following revisions:

- Section 2 has been removed by request of Commissioner Wilkinson and approved by the action of the Board at the July 30, 2003 meeting.

During the review process, the Board's legal counsel, Terry Lewis, made the following revisions:

- Section 8.4 has added "and final payment of fees hereunder" after the word "termination".
- Section 13.1 has added "final payment of Consultant's fees" after the word "Contract" in the first line.

The most significant revision was to Section 16.1 and 16.2. The original paragraphs have been stricken and replaced with the following:

- Section 16.1. The design professional agrees to indemnify and hold harmless the District, its officers, and employees from liabilities damages, losses and costs including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. Any contracts between the design professional and employees or consultants utilized in the performance of this contract shall include language satisfactory to the

District's attorney in which the subcontractor agrees to indemnify and hold the District harmless as specified herein.

- Section 16.2. The design professional acknowledges and agrees that District would not enter into this Contract without this indemnification of District by the Design Professional and that District's entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the District's rights, privileges, and immunities as set forth in Section 768.28 Florida Statutes.

Mr. Jeff Weiler of Weiler Engineering Corporation has agreed to these revisions and the executed copy is attached for consideration and for ratification of the changes.

Key Largo Wastewater Treatment District

Contract for Consulting/Professional Service

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CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made and entered into this _____ day of _____, 2003, by and between THE WELER ENGINEERING CORPORATION whose principal place of business is at 20020 VETERANS BOULEVARD NO 7 (the "Consultant"), whose Federal I.D. number is 65-0413326, and the Key Largo Wastewater Treatment District, a legal entity and public body created by Chapter 02-337, Laws of Florida, 2003 (the "District"), whose principal place of business is _____.

W I T N E S S E T H

WHEREAS, the District has pursued the engineering selection process contemplated under Florida Statutes; and

WHEREAS, after due review of the proposals, the Board of Commissioners for the District selected 8 firms for continuing engineering consulting agreements; and

WHEREAS, Consultant was one of those firms selected; and

WHEREAS, District desires to obtain the continuing professional engineering consulting services of the Consultant concerning certain design, construction, permitting and engineering study services, said services being more fully described in Work Authorizations issued under this Contract for the projects.

NOW, THEREFORE, in consideration of the mutual promises herein, the District and the Consultant agree as follows:

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. Consultant shall provide to District continuing professional engineering consulting services in the area of sewer engineering and analyses for the duration of the Contract.

1.2. The Basic Services to be performed by Consultant hereunder shall be issued periodically as Work Authorizations under this Contract in the format generally set forth in Schedule A. The basis of compensation to be paid Consultant by the District for Basic Services is set forth in Article Five and Schedule B, "Basis of Compensation" attached to each Work Authorization, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of sewer improvements, field and construction services, and permitting activities as may be reasonably contemplated hereunder.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for

regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

R. Jeff Weiler, P.E., Principal
The Weiler Engineering Corporation
20020 Veterans Boulevard, No. 7
Port Charlotte, Florida 33954
(941)764-6447

Ed Castle, P.E., Project Manager
6630 Front Street
Key West, Florida 33040
(305) 295-3301

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. ~~The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the District, and such approval or acceptance shall not be unreasonably withheld.~~

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a Written request from the District, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or Work pursuant to the requirements of this Contract, whom the District shall request in writing to be removed, which request may be made by the District with or without cause.

1.7. The Consultant has represented to the District that it has expertise in the type of professional services that will be required for the project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the District's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the District of such conflict and utilize its best professional judgment to advise District regarding resolution of the conflict.

1.8. Subject to Florida's Public Records Law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without District's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the District's project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the Work at no additional cost to District, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE THREE DISTRICT'S RESPONSIBILITIES

3.1. The District shall designate in writing a District's Representative to act as the District's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "District's Representative"). The District's Representative shall transmit instructions, receive information, interpret and define District's policies and decisions with respect to Consultant's services for the Project. However, the District's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the Consultant hereunder;
- (b) The time the Consultant is obligated to commence and complete all such services; or
- (c) The amount of compensation the District is obligated or committed to pay the Consultant.

3.2. The District's Representative shall:

- (a) Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in Accordance with this Contract;

- (b) Provide all criteria and information requested by Consultant as to District's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- (c) Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the District's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- (d) Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
- (e) Provide notice to Consultant of any deficiencies or defects discovered by the District with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by the District for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. District shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5 For the purposes of this Contract, the District's Representative shall be:

Charles Sweat
Director of Operations
~~614 North Wymore Road~~
Winter Park, Florida 32789
(407)629-6900

The System Manager is:

Robert E. Sheets
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
(850) 681-3717

ARTICLE FOUR TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Work Authorizations issued pursuant to this Contract, after receiving written Notice to Proceed from District for all or any designated portion of the Project and shall be performed and completed in

accordance with the Project Schedule attached to the Work Authorization as Schedule C, the form of which is attached hereto and made a part hereof.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the District, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify District in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which district may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from District. Consultant's sole remedy against District will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Work Authorization, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the District hereunder, ~~the District at its sole discretion and option may withhold any~~ and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the District's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the District for services rendered hereunder by Consultant shall be as prescribed in Schedule B; entitled "Basis of Compensation," which is attached herein and made a part hereof.

5.2. The total amount to be paid by the District under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Work Authorizations without prior approval of the District's Board of Commissioners. The Consultant shall notify the District's Representative in writing when 90% of the "not to exceed amount" has been reached. The District will not pay Consultant any amount which exceeds the "not to exceed amount" unless the Consultant has requested and received written approval from the District for such amount.

5.3. Invoices received by the District from the Consultant pursuant to this Contract will be reviewed and approved in writing by the District's Representative, indicating that services have been rendered in conformity with the Contract, then sent to the System Manager for review, approval and payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the District Representative's approval, who shall process all payments in a prompt manner or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the District's Representative or the System Manager, Consultant will provide District with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule B. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the District's Representative and to the System Manager. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the District for each work order. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Work Authorization and all charges and costs have been invoiced to the District. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against District for additional payment.

**ARTICLE SIX
WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against District arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by District shall be deemed to be a waiver of any of District's rights against Consultant.

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS
AND PUBLIC ENTITY CRIMES STATEMENT**

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the District determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

7.3. Pursuant to section 287.133, Florida Statutes, the Consultant, by its execution of this Agreement, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, has been placed on the convicted vendor list following a conviction for a public entity crime. Consultant further understands and accepts that this Agreement shall be voidable by the District or subject to immediate termination by the District in the event there is any misrepresentation or lack of compliance with the mandates of section 287.133, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the Consultant for any work or materials furnished.

ARTICLE EIGHT TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for District to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Work Authorization, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the District pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The District may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that District otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against District shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. District shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against the District shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant

shall not be entitled to any other or further recovery against the District, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, and final payment of fees hereunder, the Consultant shall deliver to the District all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The District shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the District. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the District shall be that of an Independent Contractor and not as employees or agents of the District.

~~9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the District, nor shall such personnel be entitled to any benefits of the District including, but not limited to, pension, health and workers' compensation benefits.~~

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Article One, must be made known to the District's Representative and written approval must be granted by the District's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

**ARTICLE TEN
SUBCONTRACTING**

10.1. Consultant shall not subcontract any services or work to be provided to District without the prior written approval of the District's Representative. The District reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The District's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

**ARTICLE ELEVEN
FEDERAL AND STATE TAX**

11.1. The District is exempt from payment of Florida state sales and use taxes. The District will sign an exemption certificate submitted by the Consultant. The Consultant shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District, nor is the Consultant authorized to use the District's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE TWELVE
AVAILABILITY OF FUNDS**

12.1. The District's performance and obligation to pay under this contract is contingent upon an appropriation of funds for the purposes defined in the work orders, or as otherwise requested by the System Manager.

**ARTICLE THIRTEEN
OWNERSHIP OF DOCUMENTS**

13.1. Upon completion or termination of this Contract, and final payment of Consultant's fees, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of District. Consultant, at its own expense, may retain copies for its files and internal use. To the extent provided by law, District agrees to indemnify and hold harmless Consultant with respect to any claim, loss or damage, including attorneys' fees incurred by Consultant due to the District's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project unless such use is authorized by Consultant.

13.2. With respect to and in consideration for the indemnification provided by District in paragraph 13.1. above, Consultant agrees to pay to District \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Contract.

13.3. The District and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Consultant assumes no liability for the use of such documents by the District or others for purposes not intended under this Contract.

ARTICLE FOURTEEN MAINTENANCE OF RECORDS

14.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. District, or any duly authorized agents or representatives of District, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE FIFTEEN INSURANCE

15.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the District, the types of insurance described herein. All insurance shall be ~~from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.~~ Prior to execution of this Contract by District, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the District. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the District, on a timely basis, if required by the District. These Certificates and policies shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the District of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the District applicable to this Project.

15.2. The acceptance by the District of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the District that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

15.3. Before starting and until acceptance of the work by District, Consultant shall procure and maintain insurance of the types and to the limits specified in paragraph 15.7 entitled "Required Insurance," which is attached hereto and made a part hereof. Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 15.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the District. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to District that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 15.7. All liability insurance policies, other than the Professional Liability, Workers, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name District as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents shall contain severability of interests provisions.

15.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by District, certified, true copies of the renewal policies shall be furnished by Consultant thirty (30) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the District may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The District shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the District to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

15.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the System Manager prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the System Manager, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

15.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best, said A.M. Best rating for which shall be A- or better.

15.7. REQUIRED INSURANCE

1. Commercial General Liability

Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

- A. Single Limit Bodily Injury & Property Damage
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000
- B. Personal Injury
 - Annual Aggregate \$1,000,000

2. Comprehensive Automobile Liability

Comprehensive Automobile Liability for all vehicles used in the performance of this Contract:

- A. Single Limit Bodily Injury & Property Damage
 - 1. Each Occurrence \$1,000,000

Coverage shall include owned, hired and/or non-owned vehicles.

The District must be named as an additional insured for the Automobile and Commercial General Liability coverage.

3. Professional Liability

~~Professional Liability with limits not less than \$2,000,000. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.~~

4. Worker's Compensation Insurance

Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case any work is sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and its Subcontractors shall maintain during the life of this Contract Employer's Liability Insurance. The following must be maintained.

- A. Workers' Compensation Statutory
- B. Employer's Liability \$300,000 per accident

The District reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE SIXTEEN

INDEMNIFICATION

16.1. The design professional agrees to indemnify and hold harmless the District, its officers, and employees from liabilities damages, losses and costs including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. Any contracts between the design professional and employees or consultants utilized in the performance of this contract shall include language satisfactory to the District's attorney in which the subcontractor agrees to indemnify and hold the District harmless as specified herein.

16.2. The design professional acknowledges and agrees that District would not enter into this Contract without this indemnification of District by the Design Professional and that District's entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the District's rights, privileges , and immunities as set forth in Section 768.28 Florida Statutes.

16.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the District's attorney, in which the contractor agrees to hold harmless and to defend District, Consultant, their agents and employees, from all suits and actions, ~~including attorney's fees, and all costs of litigation and judgments of any name and description~~ arising out of or incidental to the performance of the construction contract or work performed thereunder. District acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

ARTICLE SEVENTEEN SUCCESSORS AND ASSIGNS

17.1. The District and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the District nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the District which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the District and the Consultant.

ARTICLE EIGHTEEN REMEDIES

18.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Monroe County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE NINETEEN CONFLICT OF INTEREST

19.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

19.2. The Consultant shall promptly notify the System Manager, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the System Manager as to whether the association, interest or circumstance would be reviewed by the System Manager as constituting a conflict of interest if entered into by the Consultant. ~~The System Manager agrees to notify the Consultant of its opinion~~ by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of Directors by the Consultant within thirty (30) days of the System Manager's notice to the Consultant. If, in the opinion of the System Manager or District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the System Manager or District shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Consultant under the terms of this Contract.

ARTICLE TWENTY DEBT

20.1. The Consultant shall not pledge the District's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE TWENTY ONE NONDISCRIMINATION

21.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE TWENTY TWO ENFORCEMENT COSTS

22.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE TWENTY THREE NOTICE

23.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative, the District Representative and the System Manager at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY FOUR MODIFICATION OF SCOPE OF WORK

24.1. It is the intent of this Contract that District shall from time to time issue Work Authorizations for Consultant to perform work. All Work Authorizations will be duly approved by the District's Board of Directors prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with District Representative and System Manager in negotiating the cost and schedule of said work orders prior to submission to the District Board of Directors for approval. The District reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the District's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

24.2. If the District so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the District's decision to proceed with the change. Consultant shall be entitled to invoice District for that portion of the work completed prior to receipt of the written notice.

24.3. If the District elects to make the change, the District shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed

by the Consultant and the System Manager, and if such Scope of Work is in excess of \$20,000 it must also first be approved by the Board of Directors.

ARTICLE TWENTY FIVE MODIFICATION

25.1. The District and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Four - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY SIX MISCELLANEOUS

26.1. Consultant, in representing District, shall promote the best interest of District and assume towards District a duty of the highest trust, confidence and fair dealing.

26.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

26.3. ~~This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of District.~~

26.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

26.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

26.6. This Contract, initially consisting of _____ continuously numbered pages including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

ARTICLE TWENTY SEVEN SEVERABILITY

27.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

Consultant: The Weiler Engineering Corporation

Secretary

Chief Executive Officer
R. Jeff Weiler, P.E., President

**KEY LARGO WASTEWATER TREATMENT
DISTRICT**

Its Chair

ATTEST:

Clerk to the Board

Approved as to form

KLWTD General Counsel

SCHEDULE A
SCOPE OF SERVICES

Schedule A consists of the following component Parts:

A.1. DESCRIPTION OF PROJECT (Work Authorization Form)

BASIC SERVICES:

A.2. DESIGN REPORT

A.3. PRELIMINARY DESIGN

A.4. FINAL DESIGN

A.5. CONSTRUCTION BID SERVICES

A.6. CONSTRUCTION CONTRACT ADMINISTRATION

A.7. DETAILED OBSERVATION OF CONSTRUCTION

Work Authorization No. _____

Professional Services Agreement
Between the

Key Largo Wastewater Treatment District Utility District, a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

[Consultant]

- A. Summary of Services to Be Rendered
- B. Project Cost
- C. Schedule:
- D. Administrative Fee to GSG (if applicable)
- E. Notice/Project Manager of Consultant

[Consultant]

Certification that Sufficient Funds are Available:

CFO

KLWTD Chairman

Director of Operations

A.2. DESIGN REPORT.

A.2.1. Consult with District to clarify and define District's requirements for the Project and review available data.

A.2.2. Advise District as to the necessity of District obtaining from Consultant, Additional Services described in Article Two of this Agreement, such as, but not limited to probings, subsurface explorations, special permits, or other similar investigations.

A.2.3. Prepare a Design Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of all governmental authorities having jurisdiction over the project), and any alternative designs available to District and setting forth Consultant's findings and recommendations. The Design Report also shall contain Consultant's professional evaluation of District's Project budget. Said evaluation shall contain Consultant's initial professional opinions of probable total costs for the Project, including construction costs, contingencies, and allowances for charges of all professionals and consultants. The Design Report also shall present Consultant's recommendations as to how the construction contract(s) should be let out for bid.

A.2.4. Furnish five (5) copies of the Design Report, schedule and conduct a meeting with District to present the Design Report for District's review and approval.

A.3. PRELIMINARY DESIGN.

A.3.1. Prepare in a format acceptable to District, all preliminary Contract Documents, including but not limited to all designs, drawings, special conditions, general conditions, supplemental conditions, specifications and bid and Agreement forms, necessary for construction of the Project.

A.3.2. Keep District informed as to the status of the project design through no less than monthly meetings at the District's offices.

A.3.3. Upon completion and submission to District of the preliminary design for Project, provide to District five (5) copies of the preliminary Contract Documents and Consultant's professional preliminary opinions of probable total Project and construction costs for review and approval by District. ~~The improvements for which services are to be rendered under this Agreement shall~~ include the Project as described in the description in paragraph A.1.1. of this Schedule A.

A.4. FINAL DESIGN.

A.4.1. Provide District with proposed final construction drawings and detailed opinions of probable total Project construction costs in writing for District's review, prior to completion of the final Contract Documents, so that any changes that may be necessary in accordance with Project's budgetary schedule can be made prior to bid.

A.4.2. Upon District's approval of detailed opinions of probable total Project and construction costs, provide to District, for its review and approval, five (5) copies of final Contract Documents.

A.5. CONSTRUCTION BID SERVICES.

A.5.1. Consultant shall assist in securing bids and:

- (a) provide interpretation and clarification of Contract Documents during bidding;
- (b) coordinate bid process with District including advertisements, publications, Contract Document sales and receipt of bids;
- (c) distribute Contract Documents during bidding phase to prospective bidders;
- (d) maintain record of prospective bidders to whom bidding documents have been distributed;
- (e) organize and conduct pre-bid meeting with prospective bidders;
- (f) attend the bid opening, prepare bid tabulation sheets and assist District in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services;
- (g) assist District in evaluating bidder's previous experience, if necessary;
- (h) prepare and issue addenda as appropriate to interpret or clarify Contract Documents;
- (i) provide District with a recommendation as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the Contract Documents;
- (j) provide District with recommendation concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the Contract Documents; and,
- (k) make a recommendation of contract award.

A.6. CONSTRUCTION CONTRACT ADMINISTRATION.

A.6.1. Consult with the District and contractors as reasonably required and necessary with regard to construction of the Project, including but not limited to pre-construction conference and monthly coordination meeting with District and contractor.

A.6.2. Review materials and workmanship of the Project and report to District any deviations from the Contract Documents which may come to the Consultant's attention; determine the acceptability of work and materials and make recommendation to District to reject items not meeting the requirements of the Contract Documents.

A.6.3. Recommend to the District in writing that the work, or designated portions thereof, be stopped if, in Consultant's judgment, such action is necessary to allow proper inspection, avoid irreparable damage to the work, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition. Such stoppage to be only for a period reasonably necessary for the determination of whether or not the work will in fact comply with the requirements of the Contract Documents.

A.6.4. Require that any work which is covered up without being properly observed be uncovered for examination and restored at contractor's expense if deemed appropriate by the Consultant.

A.6.5. Issue interpretations and clarifications of Contract Documents during construction, and evaluate requests for substitutions or deviations therefrom. Notify District of any such requested

deviations or substitutions and when reasonably necessary provide District with a recommendation concerning same. Prepare work change orders as directed by District.

A.6.6. Submit to District, in a format acceptable to District, monthly progress and status reports, including but not limited to manpower, amount of work performed and by whom, equipment, problems encountered, method to correct problems, errors, omissions, deviations from Contract Documents, and weather conditions.

A.6.7. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of laboratory tests and inspections, and other data which contractors are required to submit for conformance with the design concept of the Project and compliance with the provisions of the Contract Documents.

A.6.8. Monitor all required Project records, including but not limited to delivery schedules, inventories and construction reports. Based upon the Project records, as well as Consultant's observations at the site and evaluations of the data reflected in contractor's application for payment, Consultant shall render a recommendation to District concerning the amount owed to the contractor(s) and shall forward the contractor's application for such amount to District. Such approval of the application for payment shall constitute a representation by Consultant to District, based on observations and evaluations, that:

- (a) the work has progressed to the point indicated;
- (b) the work is in substantial accordance with the Contract Documents; and
- (c) the contractor(s) is (are) entitled to payment in the recommended amount.

A.6.9. Receive and review all items to be delivered by the contractor(s) pursuant to the Contract Documents, including but not limited to all maintenance and operating instructions, schedules, guarantees, warranties, bonds and certificates of inspection, tests and approvals. Consultant shall transmit all such deliverables to District with Consultant's written comments and recommendations concerning their completeness under the Contract Documents.

A.6.10. Negotiate with the contractor(s), the scope and cost of any necessary contract change orders, using as a basis for such negotiations data or other information emanating from the Contract Documents, including but not limited to the bid sheet, technical specifications, plans, shop drawings, material specifications, and proposed material and labor costs. Prepare, recommend and submit for District's approval such change orders.

A.6.11. Upon receiving notice from the contractor advising Consultant that the Project is substantially complete, Consultant, shall schedule and, in conjunction with District, conduct a comprehensive inspection of the Project, develop a list of items needing completion or correction, forward said list to the contractor and provide written recommendations to District concerning the acceptability of work done and the use of the Project. For the purposes of this provision, substantial completion shall be deemed to be the stage in construction of the Project where the Project can be utilized for the purposes for which it was intended, and where minor items need not be fully completed, but all items that affect the operational integrity and function of the Project are capable of continuous use.

A.6.12. Perform final inspection in conjunction with District, and assist District in closing out construction contract, including but not limited to, providing recommendations concerning acceptance of Project and preparing all necessary documents, including but not limited to, lien waivers, contractor's final affidavit, close-out change orders, and final payment application.

A.6.13. Prepare and submit to District upon completion of construction of the Project, five (5) sets of record drawings and one (1) set of reproducible record drawing mylars of the work constructed, including those changes made during the construction process, using information supplied by the contractors and other data which can reasonably be verified by Consultant's personnel.

A.6.14. Prepare and submit to District upon completion of construction of Project a final report of variations from the construction Contract Documents, including reasons for the variations.

A.7. DETAILED OBSERVATION OF CONSTRUCTION.

A.7.1. Construction work shall be done under the full-time observation of at least one representative of Consultant; or by such additional representatives of the Consultant as may be necessary for observing the construction of the Project, as may be authorized and approved by the District.

A.7.2. During detailed observation of construction Consultant shall act to protect District's interests in Project and:

(a) take 3 x 5 color 35 mm photographs of important aspects of the Project process and submit same together with corresponding negatives on a continuous basis to District; such pictures to be properly categorized and identified as to date, time, location, direction and photographer, with subsequent notations on drawings;

~~(b) maintain appropriate field notes from which record drawings can be generated;~~

(c) maintain appropriate field records to document any and all disputes or claims, whether actual or potential with respect to construction of the Project; and

(d) observe operation or performance testing and report findings to District and contractor [optional insert i.e., including copies of bacteriological and pressure tests] when potable water lines are involved upon completion of operable units.

END OF SCHEDULE A

SCHEDULE B

BASIS OF COMPENSATION

B.1.1. As consideration for providing Basic Services as set forth herein in Parts A.2, A.3, A.4, A.5 and A.6 of Schedule A, District agrees to pay, and Consultant agrees to accept, the lump sum fees as shown on Attachment A entitled "Schedule Fees for Basic Services".

B.1.2. Payment For Basic Services under Parts A.2, A.3, A.4, A.5 and A.6 of Schedule A shall be paid on a lump sum basis in accordance with set milestones as follows:

(a) the A.2 milestone shall be the submittal to District of the Design Report and Consultant's initial professional opinions of probable total Project and construction costs.

(b) the A.3 milestone shall be the submittal to District of the preliminary Contract Documents and Consultant's preliminary opinions of probable total Project and construction costs.

(c) the A.4 milestone shall be the submittal to the District of the final Contract Documents after District's approval of detailed opinions of probable total Project and construction costs.

(d) the A.5 milestone shall be the award of bids by District.

(e) the A.6 milestone shall be the close-out of construction contract, final inspection and submittal of record drawings and final report of variations from the construction Contract Documents.

B.1.3. Payment for Basic Services under Parts A.3, A.4 and A.6 of Schedule A shall be paid on a lump sum fee basis in equal monthly installments as follows:

(a) payment for Basic Services under Part A.3 shall be paid monthly based upon the preliminary design time plus one month, the last payment to be twice the others (i.e. a 6-month design time will yield 6 monthly payments; the first 5 of which will be equal to one-seventh (1/7) the fee shown on Attachment A for Part A.3. Preliminary Design). However, payments shall commence no sooner than thirty (30) days after submittal of the Design Report and shall occur no more often than monthly, except last payment due for the services provided under Part A.3 (i.e. twice the previous monthly payments) shall not be made until submittal to District of the preliminary Contract Documents under Part A.3.

(b) payment for Basic Services under Part A.4 shall be paid monthly based upon the final design time plus one month, the last payment to be twice the others (i.e. a 6-month design time will yield 6 monthly payments; the first 5 of which will be equal to one-seventh (1/7) the fee shown on Attachment A for Part A.4. Final Design). However, payments shall commence no sooner than thirty (30) days after approval and acceptance by District of the Preliminary Contract Documents and shall occur no more often than monthly, except last payment due for the services provided under Part A.4. (i.e. twice the previous monthly payments) shall not be made until approval and acceptance by District of the preliminary Contract Documents under Part A.4.

(c) payment for Basic Services under Part A.6 shall be paid on a monthly basis based upon the construction time plus three months, the last payment to be twice the others (i.e. a 7-month construction schedule will yield 10 monthly payments; the first 9 of which will be equal to one-eleventh (1/11) the fee shown on Attachment A for Part A.6 Construction Contract Administration). However, payment shall commence no sooner than thirty (30) days after the Notice to Proceed to the contractor and shall occur no more often than monthly, except the last payment due for the services provided under Part A.6 (i.e. twice the previous monthly payments) shall not be made until the close-

out of construction contract, final inspection and submittal of record drawings and final report of variations from the construction Contract Documents under Part A.6. Services in excess of the fee shown on Attachment A for Part A.6 Construction Contract Administration not due to delay caused by Consultant shall be considered Additional Services.

B.2.1. As consideration for providing Basic Services under Part A.7 entitled "Detailed Observation of Construction" and for properly approved Additional Services set forth in Article Two of this Agreement as estimated on Attachment C entitled "Consultant's Estimate of Additional Services", District agrees to pay and Consultant agrees to accept payment on a time and reimbursable cost basis. Payments for Part A.7 services and properly approved Additional Services shall be made monthly on a time and reimbursable cost basis computed in accordance with either Attachment B entitled "Consultant's Employee Hourly Rate Schedule" for employees working under this Agreement or Attachment C entitled "Consultant's Estimate of Additional Services". Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays, shall be increased by a factor of 1.5 applied to Attachment B provided such overtime work is approved by District in advance whenever possible and not due to Consultant's own fault or neglect.

B.2.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Basic Services under Part A.7 or Additional Services, in the interest of the Project, listed in the following sub-paragraphs:

(a) expenses for transportation and subsistence incidental to out-of-town travel required by Consultant and directed by District, other than visits to the Project Site or District's office;

(b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Parts A.2, A.3, A.4, A.5 and A.6 of Basic Services;

(c) when authorized in advance by District, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and

(d) expenses for renderings, models and mock-ups requested by District.

B.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph B.2.2, such as:

(a) expenses for transportation and subsistence;

(b) overhead, including field office facilities;

(c) overtime not authorized by District; or

(d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

B.3.1. In no case shall the lump sum figures on Attachment A be exceeded without a change in the scope of the project being approved by the Board of Directors for the Key Largo Wastewater Treatment District Utility District.

B.3.2. Detailed Construction Observation work performed under Part A.7. and Additional Services, shall be paid as substantiated to the limits shown in Attachment C, but not to exceed the sum of those figures without execution of an appropriate Agreement amendment.

B.3.3. Payments will be made for services rendered, no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the purchase order by which District the services have been made, shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by District.

B.3.4. Consultant acknowledges that Attachment A - Schedule of Fees for Basic Services, Attachment B - Consultant's Employee Hourly Rate Schedule, and Attachment C - Consultant's Estimate of Additional Services, each attached to this Schedule B are incorporated herein and, will be the basis for District's budgeting, authorizing and monitoring of expenditures under this Agreement.

~~B.3.5. As compensation for coordinating subconsultant activities for District, Consultant shall be~~
allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered under Part A.7 and Additional Services. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Parts A.2, A.3, A.4, A.5 and A.6 of Schedule A.

END OF SCHEDULE B.

SCHEDULE B - ATTACHMENT A
SCHEDULE OF FEES FOR BASIC SERVICES

[reduce schedule to be provided by Consultant and place it here]

SCHEDULE B - ATTACHMENT B

CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE

[reduce schedule to be provided by Consultant and place it here].

SCHEDULE B - ATTACHMENT C

**CONSULTANT'S ESTIMATE OF ADDITIONAL SERVICES
(INCLUDING DETAILED OBSERVATION OF CONSTRUCTION)**

[reduce schedule to be provided by Consultant and place it here]

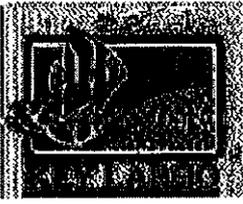
SCHEDULE C
PROJECT SCHEDULE

[reduce schedule to be provided by Consultant and place it here.]

**KLWTD Board Meeting
August 13, 2003**

Item G - 5

**Resolution 2003-18 KLWTD Revised
Expenditure Policy**



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Faith Doyle, Clerk to the Board
Charles Sweat, Director of Operations
Terry Lewis, Board Attorney
Amy Dukes, Board Attorney

FROM: David R. Miles, Chief Financial Officer

DATE: August 5, 2003

RE: Key Largo Wastewater Treatment District Disbursement & Accounting Procedures

Dear Commissioners:

On February 5, 2003, the Key Largo Wastewater Treatment District Board of Commissioners approved Resolution 2003-11, which established Expenditure Approval and Disbursement of Funds procedures for the Key Largo Wastewater Treatment District. This policy was designed to establish an excellent set of internal controls to ensure that the district's funds are properly accounted for and disbursed in a manner consistent with the best interests of the constituents of the district.

At the July 30, 2003 meeting a discussion concerning changes necessary to Resolution 2003-11 was conducted by the Board of Commissioners. Several decisions concerning this policy were made and the General Manager was directed to bring a revised policy back to the Board of Commissioners for approval. Attached at Exhibit A is proposed resolution 2003-18, which incorporates the changes requested by the Board of Commissioners at the July 30, 2003 meeting.

The following major revisions to the existing policy (Resolution 2003-11) are incorporated in the draft resolution:

1. The General Manager the Chief Financial Officer could approve disbursements up to \$2,500 without prior approval of the Board of Commissioners, as long as the amount was budgeted. The General Manager will provide a list of all such expenditures on a monthly basis to the Board of Commissioners for ratification.
2. All expenditures above \$2,500 (in place of \$1,000) require advance Board of Commissioners approval prior to disbursement.

Board of Commissioners: Chairman Andrew Tobin, Gary Bauman, Cris Beaty, Charles Brooks, Jerry Wilkinson

3. All checks below \$2,500 are to be signed by one of the following named persons:
 - Andrew Tobin, Chairman of the Board of Commissioners
 - Cris Beaty, Board Secretary
 - Robert E. Sheets, General Manager
 - David R. Miles, Chief Financial Officer
4. All checks of \$2,500 or above require a dual signature by two of the above named signatories.
5. A list of checks above \$2,500 will be provided to the Board of Commissioners for approval prior to disbursement.
6. A fidelity bond in the amount of \$150,000 per signatory will be obtained for each of the above named signatories. Cost of these fidelity bonds are \$789 per person, or \$3,156 per year for all four signatories. It is recommended that these bonds be made effective October 1, 2003 to coincide with our budgetary year.
7. The reliance on Monroe County loan and grant fund availability to fund basic operations costs in FY 2003 has contributed to cash flow issues since the inception of the District. During the construction phase, the cash flow issues will increase significantly. To address these issues, the establishment of a Special Revenue Fund to account for any grant proceeds that may be received prior to related encumbrances and expenditures in the District's Enterprise Fund is provided for.

RECOMMENDATION:

Staff recommends the Board of Commissioners approve the proposed policy at Exhibit A, resolution 2003-18.

RESOLUTION 2003-18

**A RESOLUTION OF THE KEY LARGO
WASTEWATER TREATMENT DISTRICT
APPROVING A REVISED EXPENDITURE POLICY**

WHEREAS, Key Largo Wastewater Treatment District approved Resolution 2003-11 on February 5, 2003 to establish an Expenditure Policy;

WHEREAS, the approval of the District's capital projects for Key Largo Park and Key Largo Trailer Village and the need to provide appropriate grant accountability to five different grantor agencies changes the scope of Key Largo Wastewater District's expenditure procedures;

WHEREAS, the District General Manager has proposed a revised Expenditure Policy for the District to apply;

WHEREAS, the Board of Commissioners have reviewed the proposed revisions to the Expenditure Policy at the meeting held on July 30, 2003.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE KEY LARGO WASTEWATER
TREATMENT DISTRICT:**

1. The Expenditure Policy as proposed by the District General Manager and attached hereto as Attachment A is hereby adopted as District Policy.
2. All expenditure by the District shall be made in accordance with the attached Expenditure Policy.

PASSED AND ADOPTED this _____ day of August, 2003.

FAILED this _____ day of August, 2003.

**KEY LARGO WASTEWATER TREATMENT
DISTRICT**

Chair, Key Largo Wastewater Treatment District

Secretary

Key Largo Wastewater Treatment District
Policy on Expenditure Approval and Disbursement of Funds
Prepared: August 5, 2003

Purpose: This policy provides Board of Commissioners approval of those internal controls necessary to provide for the proper encumbrance and disbursement of the Key Largo Wastewater Treatment District operations and capital project funds that have been appropriated for expenditure through the annual budget process.

Applicability: This policy pertains to all officials employed by or contracted by the Board of Commissioners for the purpose of providing management, procurement, budgeting and financial accounting and disbursing services to the Key Largo Wastewater Treatment District.

Definitions:

1. Appropriation: The legal authorization to spend the annual budget of the Key Largo Wastewater Treatment District, and any authorized amendments to the budget, duly passed by ordinance or resolution.
2. Disbursement: The act of paying properly approved bills, commitments and obligations of the Key Largo Wastewater Treatment District.
3. ~~Encumbrance: The recording of liabilities to pay duly appropriated funds recorded~~ in the accounting records of the Key Largo Wastewater Treatment District. The District requires the use of formal encumbrance accounting to assist in the management of available balances of appropriated operating and capital funds.
4. General Manager: The individual appointed by the Key Largo Wastewater District to act as the Chief Executive Officer to direct the execution of those programs approved by the Board of Commissioners.

Policy Direction:

The Board of Commissioners desires to insure that all funds made available to the Board are properly accounted for consistent with Florida Statutes and that all encumbrances and disbursements from these funds are approved as provided for in this policy.

The General Manager is charged with establishing an accounting system that fully complies with the governing statutes and rules established by the State of Florida for independent districts. Such accounting system shall be consistent with the Uniform Chart of Accounts of the State of Florida. Accounting procedures shall be consistent with those policies established by the Governmental Accounting Standards Board (GASB) as applies to governmental and proprietary funds.

The General Manager shall establish one Special Revenue Fund for the purpose of accounting for any grant proceeds received in advance of expenditure. Each grant shall be established as a separate account within this special revenue fund and accounted for separately. The cash deposited upon receipt from each grantee may be deposited in a

Attachment A

single bank account as long as adequate accounting records are maintained to separately account for each grant and each fund of the District.

The General Manager shall establish one Enterprise Fund to account for the revenue and expenditures necessary to construct, operate and maintain, and pay debt service needs of the District. The cash deposited for this fund may be deposited into a single bank account as long as adequate accounting records are maintained to separately account for each fund, debt service issue and capital project of the District.

The General Manager, Mr. Robert E. Sheets, and the Chief Financial Officer, Mr. David R. Miles, shall be authorized to approve the encumbrance or expenditure of amounts not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) per transaction without prior approval of the Board of Commissioners. This approval is contingent on the General Manager or the Chief Financial Officer, insuring that the total amount encumbered or expended does not exceed the amount appropriated for that purpose. All encumbrances or expenditures in excess of Two Thousand Five Hundred Dollars (\$2,500.00) require prior approval by a majority vote of the Board of Commissioners. The General Manager shall provide on a monthly basis to the Board of Directors for ratification, a listing of all encumbrances and payments approved by him or the Chief Financial Officer.

Once an encumbrance or expenditure is approved by the General Manager, Chief Financial Officer, or the Board of Commissioners, pursuant to this policy, the disbursement of funds of the District by the General Manager, or Chief Financial Officer, shall not require further approval. All checks under Two Thousand Five Hundred Dollars (\$2,500.00) for the Key Largo Wastewater Treatment District shall be signed by one of the authorized signatories on the District's bank account(s). All checks for Two Thousand Five Hundred Dollars (\$2,500.00) or more, shall be signed by two authorized signatories on the District's bank account(s). The authorized signatories are as follows:

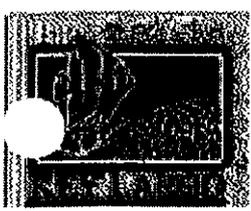
- Mr. Andrew Tobin, Chairman of the Board of Commissioners
- Mr. Cris Beaty, Secretary
- Mr. Robert E. Sheets, General Manager
- Mr. David R. Miles, Chief Financial Officer

To insure adequate protection of District assets is maintained, the General Manager is directed to obtain Fidelity Bonds from the District's insurer, in the amount of \$150,000 for each authorized signatory on the District's bank account(s). In addition, the General Manager shall name the Key Largo Wastewater Treatment District as an additional insured on the Employee Dishonesty Coverage in the liability policy maintained by the General Manager.

**KLWTD Board Meeting
August 13, 2003**

Item H - 1

**Interim Financial Reports through
June 30, 2003**



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Faith Doyle, Clerk to the Board
Charles Sweat, Director of Operations
Terry Lewis, Board Attorney
Amy Dukes, Board Attorney

FROM: David R. Miles, Chief Financial Officer

DATE: July 21, 2003

RE: Interim Financial Reports for Key Largo Wastewater Treatment District,
June 30, 2003

Dear Directors:

Attached are two financial reports from the Key Largo Wastewater Treatment District accounting records. The first is a Statement of Revenues and Expenses for the Key Largo Operating Budget. It shows a total revenue and expense budget, each of \$350,425 for FY 2003. It includes \$231,984.52 in revenue received and \$209,262.12 in expenses incurred through June 30, 2003. A surplus is shown of \$22,722.40. This is on an accrual basis.

The Monroe County grant proceeds for the second draw of \$80,200.74 were received June 12, 2003 and are included in this statement. The third draw request was forwarded to Monroe County on July 14, 2003 in the amount of \$86,031.65. It is not included in this statement. A grant balance of \$31,167.61 remains unbilled. The remaining amount will be billed in August 2003.

The second report is a trial balance as of June 30, 2003. The first line on it is the balance in the KLWWTD bank account as of June 30, 2003 of \$39,205.17.

We are trying to resolve our cash flow issues to insure all district payments are made on a timely basis in the future and sufficient funds are available at time of payment. Receipt of the third grant draw request will be required to pay all known obligations on the payment schedule for July 30, 2003.

Board of Directors: Chairman Andrew Tobin, Gary Bauman, Cris Beaty, Charles Brooks, Jerry Wilkinson

Key Largo Wastewater Treatment District
Statement of Revenues and Expenditures
From 6/1/2003 Through 6/30/2003

		<u>Total Budget</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Budget Remaining</u>	<u>Total Budget Variance</u>
Revenues						
Monroe County FY 2003	337301	250,425.00	80,200.74	130,285.74	(47.97)	(120,139.26)
Other Revenues	343614	0.00	0.00	1,332.00	0.00	1,332.00
Investment Earnings	361001	0.00	7.10	66.78	0.00	66.78
Monroe County Loan FY	384004	100,000.00	0.00	100,000.00	0.00	0.00
Contributions from Citizens	389401	0.00	0.00	300.00	0.00	300.00
Total Revenues		\$ 350,425.00	\$ 80,207.84	\$ 231,984.52	(33.80)	\$ (118,440.48)
Expenses						
Board Expenses						
Board Meeting Expense	511001	45,000.00	3,600.00	19,200.00	57.33	25,800.00
Copy/Delivery Charges	511002	2,250.00	616.80	4,829.70	(114.65)	(2,579.70)
Postage Expense	511003	2,700.00	273.62	817.89	69.71	1,882.11
Insurance Expense	511004	5,000.00	0.00	7,500.00	(50.00)	(2,500.00)
Miscellaneous Expenses	511006	750.00	10.00	692.29	7.69	57.71
Legal Newspaper Ads	511007	1,800.00	0.00	1,259.13	30.05	540.87
Office Supplies	511008	500.00	0.00	0.00	100.00	500.00
Dues & Subscriptions	511009	175.00	0.00	175.00	0.00	0.00
Travel	511010	4,500.00	432.20	490.85	89.09	4,009.15
Rents & Leases	511011	9,000.00	0.00	0.00	100.00	9,000.00
Telephone	511012	900.00	96.71	520.77	42.14	379.23
Utilities	511013	1,350.00	0.00	0.00	100.00	1,350.00
P/R Tax-FICA	511211	0.00	223.20	1,190.40	0.00	(1,190.40)
P/R Tax-Medicare	511212	0.00	52.20	278.40	0.00	(278.40)
P/R Tax-FUTA	511213	0.00	(129.60)	0.00	0.00	0.00
Regulatory/Permit Fees	515002	0.00	0.00	500.00	0.00	(500.00)
Reserve for Contingencies	515003	40,500.00	0.00	0.00	100.00	40,500.00
Total Board Expenses		114,425.00	5,175.13	37,454.43	67.27	76,970.57
Operating & Management Services						
Management Contract	512005	74,000.00	10,800.00	44,900.00	39.32	29,100.00
Total Operating & Management		74,000.00	10,800.00	44,900.00	39.32	29,100.00
Professional Services						
Legal - General Counsel	514001	100,000.00	15,102.12	74,684.69	25.32	25,315.31
Utility Rate Consultant	514003	15,000.00	0.00	5,223.00	65.18	9,777.00
Engineering Services	514005	32,000.00	16,000.00	47,000.00	(46.88)	(15,000.00)
Audit & Accounting Services	514006	10,000.00	0.00	0.00	100.00	10,000.00
Total Professional Services		157,000.00	31,102.12	126,907.69	19.17	30,092.31
Transfers Out						
Capital Program Transfer	591004	5,000.00	0.00	0.00	100.00	5,000.00
Total Transfers Out		5,000.00	0.00	0.00	100.00	5,000.00
Total Expenses		\$ 350,425.00	\$ 47,077.25	\$ 209,262.12	40.28	\$ 141,162.88
Increase (Decrease)		\$ -	\$ 33,130.59	\$ 22,722.40	0.00	\$ 22,722.40

Key Largo Wastewater Treatment District

Normal Trial Balance - DM By Fund

From 10/1/2002 Through 6/30/2003

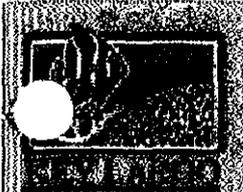
<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
101001	Key Largo WWTD TIB	39,205.17	
202000	Accounts Payable		16,482.77
337301	Monroe County FY 2003		130,285.74
343614	Other Revenues		1,332.00
361001	Investment Earnings		66.78
384004	Monroe County Loan FY		100,000.00
389401	Contributions from Citizens		300.00
511001	Board Meeting Expense	19,200.00	
511002	Copy/Delivery Charges	4,829.70	
511003	Postage Expense	817.89	
511004	Insurance Expense	7,500.00	
511006	Miscellaneous Expenses	692.29	
511007	Legal Newspaper Ads	1,259.13	
511009	Dues & Subscriptions	175.00	
511010	Travel	490.85	
511012	Telephone	520.77	
511211	P/R Tax-FICA	1,190.40	
511212	P/R Tax-Medicare	278.40	
512005	Management Contract	44,900.00	
514001	Legal - General Counsel	74,684.69	
514003	Utility Rate Consultant	5,223.00	
514005	Engineering Services	47,000.00	
515002	Regulatory/Permit Fees	500.00	
Report Total		<u>\$ 248,467.29</u>	<u>\$ 248,467.29</u>

Report	Balance 01KL - Key Largo	0.00
Difference	Wastewater Treatment District	

KLWTD Board Meeting
August 13, 2003

Item G-2

Revised KLWTD Work Authorization
WEC 03-01 for the KLTV Project



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Charles Sweat, Director of Operations
Terry Lewis, Board Attorney
Amy Dukes, Board Attorney
Faith Doyle, Clerk to the Board

FROM: Charles Sweat, Director of Operations

DATE: August 8, 2003

RE: Revisions to the Weiler Engineering Corporation Scopes of Service for Work Authorizations WEC 03-01 for the KLTV Project

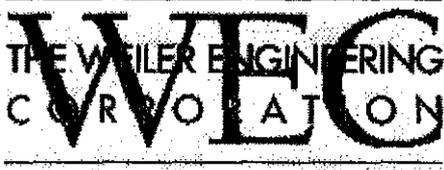
Dear Commissioners:

The attached revised Weiler Engineering Corporation Work Authorization WEC 03-01 Scope of Service includes the following revisions:

- All occurrences of the word 'engineer' has been clarified to delineate if the responsibility would be that of "WEC/District Engineer" or "design build consultant"
- Number five of the procedures for payment has eliminated the reference to a specific time and now reads that it will be through the completion of the contract.
- The scope includes a schedule of activities to be completed within the first 30 days
- The language that referred to phases being completed when sent has been changed to being complete when accepted and approved by the Board.

Mr. Jeff Weiler of Weiler Engineering Corporation has provided revised copies for consideration and execution at the pleasure of the Board.

**The 'clean' copy of WEC 03-01 will provided
for your review and consideration under
separate cover.**



"Excellence in Engineering"
20020 Veterans Boulevard., Suite 7
Port Charlotte, FL 33954
(941) 764-6447 ph
(941) 764-8915 fax
1010 Kennedy Drive, Fourth Floor
Key West, Zip 33040
(305) 292-2152 ph
(305) 295-3349 fax

August 5, 2003

Mr. Charles Sweat
Director of Operations
614 North Wymore Road
Winter Park, Florida 32789

**Re: Contract for Professional Consulting Engineering Services
Key Largo Wastewater Treatment District
Key Largo Trailer Village and Key Largo Park**

Dear Mr. Sweat:

Pursuant to your request, we are providing you herein with a revised Scope of Services for attachment with the Key Largo Wastewater Treatment District's (KLWTD) Standard Contract for Consulting/Professional Services (Agreement) for the projects entitled "Key Largo Trailer Village" (KLTV) and "~~Key Largo Park~~" (KLP).

We understand that the design and permitting for the KLP modifications will be completed by WEC and WEC will be the Engineer of Record for the KLP project and Brown and Caldwell will be the Engineer of Record for the KLTV project. Or, the Design/Build Consultan, Brown and Caldwell Engineers, may complete the design modifications for the KLP project and serve as the Engineer of Record for both projects. We further understand that these projects will be completed concurrently and we have based our estimated fees on the schedule provided with the agreement between the KLWTD and the Haskell Company for the Design/Build of the project and, although under separate contract, the District will allow WEC to share resources and personnel between projects. And, that construction office space will be provided to WEC.

Currently, our general understanding of the KLP project includes coordination with the District's Consultant, Government Services Group, to provide services as the Engineer of Record for the project to construct a vacuum collection system serving approximately 250 ERC's and revision of the plans to accommodate approximately 28 additional ERC's. As Engineer of Record, the Weiler Engineering Corporation (WEC) will provide design review for the new vacuum collection system, designed by others. WEC will provide technical and value engineering review of the construction plans and specifications prior to construction and will offer recommendations as to potential savings and, upon approval from the District, prepare modifications to the previously

completed plans and specifications necessary for regulatory approval and construction and will also provide services during construction as the District's Engineer.

Our general understanding of the KLTV project includes coordination with the District's Consultant, Government Services Group, to provide services as the KLWTD Engineer as defined in the DB Agreement for the project. As KLWTD Engineer, the Weiler Engineering Corporation (WEC) will provide design review for the new vacuum collection system and wastewater treatment facilities consistent with the requirements set forth in the DB Agreements for the KLWTD Engineer. Specifically, Article 4.1 – KLWTD Responsibilities and Exhibit G – KLWTD Review. WEC will provide technical and value engineering review of the construction plans and specifications prior to construction and will offer recommendations as to potential savings and will also provide services during construction as the District's Engineer.

If the District decides to retain Brown and Caldwell as the Engineer of Record for the KLP project, WEC's scope will be as outlined for the KLTV project with the exception of the wastewater treatment plant. The total fees for the KLP can be reduced by \$19,350 if Brown and Caldwell is the Engineer of Record for that project.

We look forward to working with you on this project and please feel free to contact me at (941)764-6447 if you wish to discuss these or any other matters.

Sincerely,

Signed by: R. Jeff Weiler

R. Jeff Weiler, P.E.
President
Principal In Charge
The Weiler Engineering Corporation

Cc: Larry Lackey, P.E., Engineer In Charge, WEC
Ed Castle, P.E., Project Engineer, WEC

Work Authorization
WEC 03-01
KLTV Project

EngineerWECs Scope of Services

~~The Agreement between the Key Largo Wastewater Treatment District (KLWTD) and the Weiler Engineering Corporation (Engineer WEC) is amended and supplemented to include the following agreement of the parties for the Key Largo Trailer Village Project.~~

Our general understanding of this project includes services to provide design review for the new wastewater treatment plant, vacuum pump station, and vacuum collection system, designed by others. The Weiler Engineering Corporation (WEC) will review Engineering Design Reports, preliminary and final construction plans, for the systems. WEC will also provide technical and value engineering review of construction plans and specifications prior to submittal for permitting, and construction. WEC will attend meetings as may be scheduled for pre-submittal of the permit applications, along with meetings with KLWTD and other consultants.

WEC will provide Construction Administration services for the project generally outlined in the Consultant Agreement items A.6. and A.7. and provide the review services outlined in the Design/Build between the KLWTD and the Haskell Company under Exhibit G and Article 4. Services will include review of shop drawings, pay requests, change orders, and operations & maintenance submittals. During construction WEC will respond to Requests for Clarification by the Contractor, as well as serve as KLWTD's liaison to the Design/Build team for other construction issues. WEC will provide on site construction observation and will prepare daily, weekly, and monthly inspection reports. WEC will maintain record field data as construction progresses. Monthly and final progress reports will also be provided to KLWTD. WEC will provide services during start up of the systems. Upon final completion, WEC will review record drawings, and final close-out documents provided by the Engineer of Record and the Contractor.

Upon the District's authorization to proceed, WEC's (ENGINEER) services during design and construction will generally include those outlined in the Agreement and above and more specifically as follows:

Data Acquisition Phase

Initially (first thirty days after approval to proceed), WEC will coordinate with the District, the District's Manager Government Services Group (GSG), Contractors and other Consultants to:

Review all Design data and information available for the project provided by the District and Boyle Engineering.

Provide assistance with the preparation of the Notice to Proceed with the Construction Contract.

Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for both projects, KLP and KLTV.

Upon review of the available information and coordination with the other Consultants and Contractors and the District, make recommendations to the District regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts if applicable. Specifically, the Haskell Company and Brown and Caldwell's responsibility to complete the KLP project.

Update the schedule for the project and provide a summary status report to the District.

Definitions

Client – (KLWTD) – Key Largo Wastewater Treatment District

Key Largo Wastewater Treatment District Engineer/Engineer – ~~Engineer~~WEC or ENGINEER - The Weiler ~~Engineer~~Engineering Corporation

Design Build Contractor – (Contractor) - The Haskell Company

Design Build Design Engineer/Engineer/Engineer of Record – ~~DB-Consultant~~DB CONSULTANT - Brown and Caldwell

~~ENGINEER~~WEC shall coordinate with the Design Build Team Consultant (Brown and Caldwell) and will act as the KLWTD ~~Engineer/Engineer~~ as outlined in the agreement between the KLWTD and the Haskell Company to provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

Study and Report Phase

A. ~~ENGINEER~~WEC shall:

1. Consult with KLWTD to define and clarify KLWTD's requirements for the Project and available data.
2. Advise KLWTD as to the necessity of KLWTD's providing data or services which are not part of ~~ENGINEER~~WEC's Basic Services, and assist KLWTD in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project ~~designed or specified by~~ ~~ENGINEER~~WEC, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate alternate solutions available to KLWTD and provided by ~~DB-Consultant~~DB CONSULTANT, after consultation with KLWTD, recommend to KLWTD

those solutions which in ENGINEERWEC's judgment meet KLWTD's requirements for the Project.

5. Review a report (the "Report") prepared by the ~~DB-Consultant~~DB CONSULTANT which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria and an opinion of probable cause with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to KLWTD which ~~DB-Consultant~~DB CONSULTANT recommends.

6. Provide comments, request for additional information and recommendations to ~~DB-Consultant~~DB CONSULTANT for final inclusion in the Report.

B. ENGINEERWEC's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to and accepted and approved by the KLWTD.

Preliminary Design Phase

A. After acceptance by KLWTD of the Report, selection by KLWTD of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by KLWTD, and upon written authorization from KLWTD, ENGINEERWEC shall:

1. Review Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2. Review necessary field surveys and topographic and utility mapping for design purposes.

3. Advise KLWTD if additional reports, data, information, or services are necessary and assist KLWTD in obtaining such reports, data, information, or services.

4. Review an adjusted opinion of probable cost and make recommendations to the KLWTD.

5. Perform or provide the following additional Preliminary Design Phase tasks:

6. Receive the Preliminary Design Phase documents and review them with KLWTD.

7. Provide comments, request for additional information and recommendations to ~~DB-Consultant~~DB CONSULTANT for final inclusion in the in the Preliminary Design Phase documents.

B. ~~ENGINEERWEC~~'s services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been ~~delivered to and accepted and approved by the~~ KLWTD.

Final Design Phase

A. After acceptance by KLWTD of the Preliminary Design Phase documents and revised opinion of probable Construction Cost ~~ENGINEERWEC~~ shall:

1. Review final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Review technical criteria, written descriptions, and design data provided by the ~~DB-Consultant~~ DB CONSULTANT for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.
3. Advise KLWTD of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ~~ENGINEERWEC~~ or provided by ~~DB-Consultant~~ DB CONSULTANT.
4. Receive the Final Design Documents and provide comments, request for additional information and recommendations to ~~DB-Consultant~~ DB CONSULTANT for final inclusion in the in the Final Design Phase documents.

B. ~~ENGINEERWEC~~'s services under the Final Design Phase will be considered complete on the date when the submittals have been ~~delivered to~~ accepted and approved by the KLWTD.

WEC's services during construction will generally include those required in the Contract between the KLWTD and The Haskell Company for the "KLWTD ~~Engineer~~ENGINEER" and more specifically as follows:

1. *General Administration of Construction Contract.* Consult with KLWTD and act as KLWTD's representative as provided in the Agreement and the Construction Contract between the KLWTD and the Contractor. The extent and limitations of the duties, responsibilities and authority of ~~ENGINEERWEC~~ shall not be modified, except as ~~ENGINEERWEC~~ may otherwise agree in writing. All of KLWTD's instructions to Contractor will be issued through ~~ENGINEERWEC~~, who shall have authority to act on behalf of KLWTD in dealings with Contractor to the extent provided in the Agreement except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ~~ENGINEERWEC~~ Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as outlined in Exhibit

C. The furnishing of such RPR's services will not extend ENGINEERWEC's responsibilities or authority beyond the specific limits set forth elsewhere in the Agreement.

3. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

4. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEERWEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEERWEC, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEERWEC in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEERWEC's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEERWEC will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEERWEC shall keep KLWTD informed of the progress of the Work.

b. The purpose of ENGINEERWEC's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEERWEC to better carry out the duties and responsibilities assigned to and undertaken by ENGINEERWEC during the Construction Phase, and, in addition, by the exercise of ENGINEERWEC's efforts as an experienced and qualified design professional, to provide for KLWTD a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEERWEC 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 ENGINEERWEC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEERWEC 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.

c. The ~~DB Consultant~~ DB CONSULTANT shall provide a representative during construction and shall assure compliance with Chapter 62, F.A.C..

5. *Defective Work.* Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEERWEC believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

6. *Clarifications and Interpretations; Field Orders.* Review clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work and make recommendations to the District.

7. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to KLWTD, as appropriate.

8. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor and ~~DB-Consultant~~ DB CONSULTANT is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEERWEC has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEERWEC.

9. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

10. *Inspections and Tests.* Assure that the ~~DB Consultant~~ DB CONSULTANT has required such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEERWEC'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. ENGINEERWEC shall be entitled to rely on the results of such tests.

11. *Disagreements between KLWTD and Contractor.* Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEERWEC shall be fair and not show partiality to KLWTD or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

12. *Applications for Payment.* Based on ENGINEERWEC's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEERWEC recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEERWEC's representation to KLWTD, based on such observations and review, that, to the best of ENGINEERWEC's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEERWEC's responsibility to observe Contractor's work. In the case of unit price work, ENGINEERWEC's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEERWEC contained in paragraph are expressly subject to the limitations set forth in general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEERWEC shall not thereby be deemed to have represented that observations made by ENGINEERWEC to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEERWEC in this Agreement and the Contract Documents. Neither ENGINEERWEC's review of Contractor's work for the purposes of recommending payments nor ENGINEERWEC's recommendation of any payment including final payment will impose on ENGINEERWEC responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEERWEC to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to KLWTD free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between KLWTD and Contractor that might affect the amount that should be paid.

13. *Contractor's Completion Documents.*

a. Receive from ~~DB Consultant~~ DB CONSULTANT and review maintenance and operating instructions, schedules, and guarantees.

b. From ~~DB Consultant~~ DB CONSULTANT, receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data

approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

c. ENGINEERWEC shall transmit these documents to KLWTD.

14. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with ~~DB Consultant~~DB CONSULTANT and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of KLWTD, ENGINEERWEC considers the Work Substantially Complete, ENGINEERWEC shall review a certificate of Substantial Completion delivered by ~~DB Consultant~~DB CONSULTANT to KLWTD.

15. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: Not applicable for this project

16. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEERWEC may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEERWEC shall also provide a notice that the Work is acceptable to the best of ENGINEERWEC's knowledge, information, and belief and based on the extent of the services provided by ENGINEERWEC under this Agreement.

B. *Duration of Construction Phase:* The fees for this project have been calculated based on the construction schedule provided by the Contractor and the project being completed ~~concurrently with the Key Largo Park project and is based on thirteen months for Final Completion.~~ The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEERWEC for final payment to Contractors and acceptance by the District.

C. **LIMITATION OF LIABILITY:** The liability of the Design Professional and any of the Design Professional's consultants to the Client, for any actions, damages, claims, demands, judgments, losses, costs, and expenses arising out of or resulting from the Design Professional's or its consultants' negligent acts, errors, or omissions is limited to the amount of the professional liability insurance maintained by the Design Professional and available at the time of determination of liability. The Client agrees not to personally charge any employee of WEC with any liability arising out of the performance of this Agreement.

ENGINEERWEC shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

WEC 03-01
EXHIBIT B to Scope of Services, dated August 8, 2003
KLTV

Payments to WEC/ENGINEER for Services and Reimbursable Expenses – Lump Sum

PAYMENTS TO WEC/ENGINEER

For Basic Services Having a Determined

Scope --Lump Sum Method of Payment

A. OWNER shall pay WEC/ENGINEER for Basic Services, including services of WEC/ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of \$216,615 based on the following assumed distribution of compensation:

- a. Design Phase \$22,030
- b. Construction Administration \$57,355
- c. Detailed Observation \$137,230

2. WEC/ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

3. The Lump Sum includes compensation for WEC/ENGINEER's services and services of WEC/ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for WEC/ENGINEER's services will be based upon WEC/ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

~~5. The Lump Sum is conditioned on Contract Times to complete the Work running concurrently with the Key Largo Trailer Village project and not exceeding 13 months for construction and 18 months through closeout. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to WEC/ENGINEER shall be appropriately adjusted.~~

5. The Lump Sum is conditioned on Contract Times to complete a portion of the Work running concurrently within the time frame allocated for the Key Largo Park project and outlined in the schedule included with the construction contract between

Key Largo Trailer Village
(Exhibit - Basic Services With Determined Scope – Lump Sum
Method of Payment)

the District and the Haskell Company. It is understood that the construction contract with the Haskell Company for this Project specifies approximately 13 months for construction and WEC's fees for Detailed Observation have been calculated based on this schedule and what time WEC feels necessary to assure the District a satisfactory project. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to WEC shall not be adjusted unless the District is entitled to compensation such as Liquidated Damages or the extension of time is a result of approved changes in the Work.

6. If more prime contracts are awarded for Work ~~designed or specified herein, by WEC/ENGINEER~~ for this Project other than identified herein, ~~the WEC/ENGINEER~~ shall be compensated.

EXHIBIT C

Resident Project Representative

A. ENGINEERWEC shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEERWEC in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEERWEC shall endeavor to provide further protection for KLWTD against defects and deficiencies in the Work. However, ENGINEERWEC shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEERWEC have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are limited to those of ENGINEERWEC in the Agreement with the KLWTD and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEERWEC's agent at the Site, will act as directed by and under the supervision of ENGINEERWEC, and will confer with ENGINEERWEC regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEERWEC and Contractor, keeping KLWTD advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with KLWTD with the knowledge of and under the direction of ENGINEERWEC.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEERWEC concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*

- a. Serve as ENGINEERWEC's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist ENGINEERWEC in serving as KLWTD's liaison with Contractor when Contractor's operations affect KLWTD's on-Site operations.
 - c. Assist in obtaining from KLWTD additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEERWEC when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEERWEC.
6. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEERWEC of availability of Samples for examination.
 - c. Advise ENGINEERWEC and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEERWEC.
-
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEERWEC. Transmit to Contractor in writing decisions as issued by ENGINEERWEC.
8. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEERWEC in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEERWEC whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEERWEC of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*

- a. Consult with ENGINEERWEC in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate KLWTD's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEERWEC appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEERWEC.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEERWEC's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEERWEC.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEERWEC.

11. *Reports:*

- a. Furnish to ENGINEERWEC periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEERWEC proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

- c. Furnish to ENGINEERWEC and KLWTD copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEERWEC the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEERWEC, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEERWEC for review and forwarding to KLWTD prior to payment for that part of the Work.

14. *Completion:*

- a. Before ENGINEERWEC issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of ENGINEERWEC, KLWTD, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEERWEC concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEERWEC's authority as set forth in the Agreement or the Contract Documents.

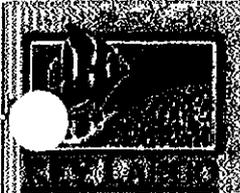
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of KLWTD or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEERWEC.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize KLWTD to occupy the Project in whole or in part.
-

**KLWTD Board Meeting
August 13, 2003**

Item G-3

**Revised KLWTD Work Authorization
WAC 03-02 for the KLP Project**

Version



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Charles Sweat, Director of Operations
Terry Lewis, Board Attorney
Amy Dukes, Board Attorney
Faith Doyle, Clerk to the Board

FROM: Charles Sweat, Director of Operations

DATE: August 8, 2003

RE: Revisions to the Weiler Engineering Corporation Scopes of Service for Work Authorizations WEC 03-02 for the KLP Project

Dear Commissioners:

The attached revised Weiler Engineering Corporation Work Authorization WEC 03-02 Scope of Service includes the following revisions:

- All occurrences of the word 'engineer' has been clarified to delineate if the responsibility would be that of "WEC/District Engineer" or "design build consultant"
- Number five of the procedures for payment has eliminated the reference to a specific time and now reads that it will be through the completion of the contract.
- The scope includes a schedule of activities to be completed within the first 30 days
- The language that referred to phases being completed when sent has been changed to being complete when accepted and approved by the Board.

Mr. Jeff Weiler of Weiler Engineering Corporation has provided revised copies for consideration and execution at the pleasure of the Board.

**The 'clean' copy of WEC 03-02 will provided
for your review and consideration under
separate cover.**



"Excellence in Engineering"

20020 Veterans Boulevard, Suite 7
Port Charlotte, FL 33954
(941) 764-6447 ph
(941) 764-8915 fax
1010 Kennedy Drive, Fourth Floor
Key West, Zip 33040
(305) 292-2152 ph
(305) 295-3349 fax

August 5, 2003

Mr. Charles Sweat
Director of Operations
614 North Wymore Road
Winter Park, Florida 32789

**Re: Contract for Professional Consulting Engineering Services
Key Largo Wastewater Treatment District
Key Largo Trailer Village and Key Largo Park**

Dear Mr. Sweat:

Pursuant to your request, we are providing you herein with a revised Scope of Services for attachment with the Key Largo Wastewater Treatment District's (KLWTD) Standard Contract for Consulting/Professional Services (Agreement) for the projects entitled "Key Largo Trailer Village" (KLTV) and "Key Largo Park" (KLP).

We understand that the design and permitting for the KLP modifications will be completed by WEC and WEC will be the Engineer of Record for the KLP project and Brown and Caldwell will be the Engineer of Record for the KLTV project. Or, the Design/Build Consultant, Brown and Caldwell Engineers, may complete the design modifications for the KLP project and serve as the Engineer of Record for both projects. We further understand that these projects will be completed concurrently and we have based our estimated fees on the schedule provided with the agreement between the KLWTD and the Haskell Company for the Design/Build of the project and, although under separate contract, the District will allow WEC to share resources and personnel between projects. And, that construction office space will be provided to WEC.

Currently, our general understanding of the KLP project includes coordination with the District's Consultant, Government Services Group, to provide services as the Engineer of Record for the project to construct a vacuum collection system serving approximately 250 ERC's and revision of the plans to accommodate approximately 28 additional ERC's. As Engineer of Record, the Weiler Engineering Corporation (WEC) will provide design review for the new vacuum collection system, designed by others. WEC will provide technical and value engineering review of the construction plans and specifications prior to construction and will offer recommendations as to potential savings and, upon approval from the District, prepare modifications to the previously

completed plans and specifications necessary for regulatory approval and construction and will also provide services during construction as the District's Engineer.

Our general understanding of the KLTV project includes coordination with the District's Consultant, Government Services Group, to provide services as the KLWTD Engineer as defined in the DB Agreement for the project. As KLWTD Engineer, the Weiler Engineering Corporation (WEC) will provide design review for the new vacuum collection system and wastewater treatment facilities consistent with the requirements set forth in the DB Agreements for the KLWTD Engineer. Specifically, Article 4.1 – KLWTD Responsibilities and Exhibit G – KLWTD Review. WEC will provide technical and value engineering review of the construction plans and specifications prior to construction and will offer recommendations as to potential savings and will also provide services during construction as the District's Engineer.

If the District decides to retain Brown and Caldwell as the Engineer of Record for the KLP project, WEC's scope will be as outlined for the KLTV project with the exception of the wastewater treatment plant. The total fees for the KLP can be reduced by \$19,350 if Brown and Caldwell is the Engineer of Record for that project.

We look forward to working with you on this project and please feel free to contact me at (941)764-6447 if you wish to discuss these or any other matters.

Sincerely,

Signed by: R. Jeff Weiler

R. Jeff Weiler, P.E.
President
Principal In Charge
The Weiler Engineering Corporation

Cc: Larry Lackey, P.E., Engineer In Charge, WEC
Ed Castle, P.E., Project Engineer, WEC

Work Authorization
WEC 03-02
Key Largo Park

Engineers Scope of Services

We understand that the design and permitting for this project has been completed by Boyle Engineering and the District has negotiated a Contract with Douglas Higgins, Inc. to construct the project. We further understand that this project will be completed concurrently with the Key Largo Village Project and, although under separate contract, the District will allow WEC to share resources and personnel between projects. And, that construction office space will be provided to WEC.

Our general understanding of this project includes coordination with the District's Consultant, Government Services Group, to provide services as the Engineer of Record for the project. As Engineer of Record, the Weiler Engineering Corporation (WEC) will provide design review for the new vacuum collection system, designed by others. WEC will provide technical and value engineering review of the construction plans and specifications prior to construction and will offer recommendations as to potential savings.

Upon approval from the District, WEC will prepare modifications to the previously completed plans and specifications to accommodate the entire park (approximately 250 ERC's and approximately 28 ERC's in the Sunset Subdivision) necessary for regulatory approval and construction.

WEC will provide Construction Administration services for the project. Services will include review of shop drawings, pay requests, change orders, and operations & maintenance submittals. During construction WEC will respond to Requests for Clarification by the Contractor, as well as serve as KLWTD's liaison to the Contractor for other construction issues. WEC will provide on site construction observation concurrently with the Key Largo Trailer Village project pursuant to Florida Statute (FAC chapter 62), and will prepare daily, weekly, and monthly inspection reports. WEC will maintain record field data as construction progresses. Monthly and final progress reports will also be provided to KLWTD. WEC will provide services during start up of the systems. Upon final completion, WEC will prepare record drawings, and final close-out documents, for final certification.

Upon the District's authorization to proceed, WEC's (ENGINEER) services during design and construction will generally include those outlined in Parts A.6. and A.7. of the Agreement and above and more specifically as follows:

Definitions

Client – (KLWTD) – Key Largo Wastewater Treatment District

Key Largo Wastewater Treatment District Engineer – WEC or ENGINEER - The Weiler Engineering Corporation

Data Acquisition Phase

Initially (first thirty days after approval to proceed), WEC will coordinate with the District, the District's Manager Government Services Group (GSG), Contractors and other Consultants to:

Review all Design data and information available for the project provided by the District and Boyle Engineering.

Provide assistance with the preparation of the Notice to Proceed with the Construction Contract.

Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for both projects, KLP and KLTV.

Upon review of the available information and coordination with the other Consultants and Contractors and the District, make recommendations to the District regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts if applicable. Specifically, the Haskell Company and Brown and Caldwell's responsibility to complete the KLP project.

Update the schedule for the project and provide a summary status report to the District.

Design Phase

A. WEC will review the existing approved plans and will prepare modifications to the plans to accommodate the Sunset Village Subdivision including:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Prepare technical criteria, written descriptions, and design data for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.

3. Advise KLWTD of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to WEC.

4. Prepare the Final Design Documents for final inclusion in the in the Final Design Phase documents.

B. WEC's services under the Design Phase will be considered complete on the date when the submittals have been delivered to accepted and approved by the KLWTD.

Construction Phase

1. *General Administration of Construction Contract.* Consult with KLWTD and act as KLWTD's representative as provided in the Agreement and the Construction Contract between the KLWTD and the Contractor. The extent and limitations of the duties, responsibilities and authority of ENGINEER shall not be modified, except as ENGINEER may otherwise agree in writing. All of KLWTD's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of KLWTD in dealings with Contractor to the extent provided in the Agreement except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as outlined in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in the Agreement.

3. *Selecting Independent Testing Laboratory.* Assist KLWTD in the selection of an independent testing laboratory.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, coordinate with Contractors Surveyor to establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep KLWTD informed of the progress of the Work.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'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. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between KLWTD and Contractor.* Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to KLWTD or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to KLWTD, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph are expressly subject to the limitations set forth in general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control

Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to KLWTD free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between KLWTD and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

c. ENGINEER shall transmit these documents to KLWTD.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with KLWTD and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of KLWTD, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to KLWTD and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: Not applicable for this project

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase:* The fees for this project have been calculated based on the construction schedule provided for by the contractor and the project being completed concurrently with the Key Largo Village project ~~and is based on thirteen months for Final Completion.~~ The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by

ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. **LIMITATION OF LIABILITY:** The liability of the Design Professional and any of the Design Professional's consultants to the Client, for any actions, damages, claims, demands, judgments, losses, costs, and expenses arising out of or resulting from the Design Professional's or its consultants' negligent acts, errors, or omissions is limited to the amount of the professional liability insurance maintained by the Design Professional and available at the time of determination of liability. The Client agrees not to personally charge any employee of WEC with any liability arising out of the performance of this Agreement.

ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

EXHIBIT DC

Resident Project Representative

A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for KLWTD against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the KLWTD and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping KLWTD advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with KLWTD with the knowledge of and under the direction of ENGINEER.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as ENGINEER’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents.

- b. Assist ENGINEER in serving as KLWTD's liaison with Contractor when Contractor's operations affect KLWTD's on-Site operations.
 - c. Assist in obtaining from KLWTD additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
-
8. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

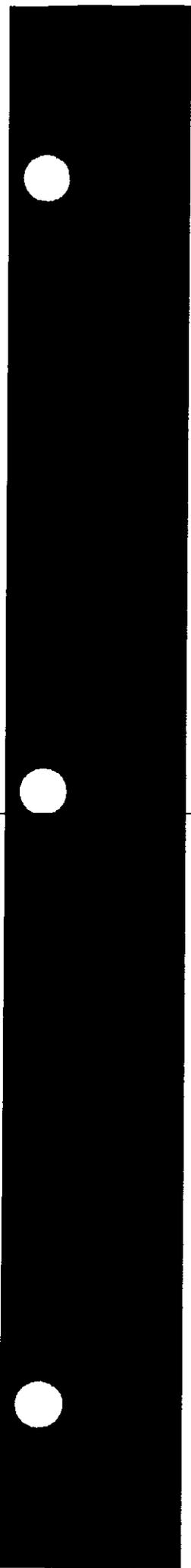
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate KLWTD's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and KLWTD copies of all inspection, test, and system startup reports.



4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of KLWTD or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize KLWTD to occupy the Project in whole or in part.
-

WEC 03-02
EXHIBIT B to Scope of Services, dated August 8, 2003
KLP

Payments to WEC/ENGINEER for Services and Reimbursable Expenses – Lump Sum

The Agreement is amended and supplemented to include the following agreement of the parties:

PAYMENTS TO THE ENGINEER

For Basic Services Having a Determined

Scope --Lump Sum Method of Payment

A. OWNER shall pay WEC/ENGINEER for Basic Services, including services of WEC/ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of \$128,010 based on the following assumed distribution of compensation:

- | | |
|--------------------------------|-----------------|
| a. Design Phase | <u>\$10,500</u> |
| b. Construction Administration | <u>\$62,070</u> |
| c. Detailed Observation | <u>\$55,440</u> |

2. WEC/ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

3. The Lump Sum includes compensation for WEC/ENGINEER's services and services of WEC/ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for WEC/ENGINEER's services will be based upon WEC/ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

~~5. The Lump Sum is conditioned on Contract Times to complete the Work running concurrently with the Key Largo Trailer Village project and not exceeding 9 months for construction and 18 months through closeout. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to~~

Key Largo Park
(Exhibit - Basic Services With Determined Scope – Lump Sum
Method of Payment)

~~ENGINEER shall be appropriately adjusted.~~

5. The Lump Sum is conditioned on Contract Times to complete the Work running concurrently within the time frame allocated for the Key Largo Trailer Village project and outlined in the schedule included with the construction contract between the District and the Haskell Company. It is understood that the construction contract with Douglas Higgins, Inc. for the KLP Project specifies approximately 9 months for construction and WEC/ENGINEER's fees for Detailed Observation have been calculated based on this schedule and what time WEC/ENGINEER feels necessary to assure the District a satisfactory project. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to WEC/ENGINEER shall **not** be adjusted unless the District is entitled to compensation such as Liquidated Damages or the extension of time is a result of approved changes in the Work.

If more prime contracts are awarded for Work ~~designed or specified by WEC/ENGINEER~~ for this Project other than identified herein, ~~the~~ WEC/ENGINEER shall be compensated.

Key Largo Park
(Exhibit - Basic Services With Determined Scope – Lump Sum
Method of Payment)

Work Authorization WEC 03-02
EXHIBIT C

Resident Project Representative

A. ENGINEERWEC shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEERWEC in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEERWEC shall endeavor to provide further protection for KLWTD against defects and deficiencies in the Work. However, ENGINEERWEC shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEERWEC have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are limited to those of ENGINEERWEC in the Agreement with the KLWTD and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEERWEC’s agent at the Site, will act as directed by and under the supervision of ENGINEERWEC, and will confer with ENGINEERWEC regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEERWEC and Contractor, keeping KLWTD advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with KLWTD with the knowledge of and under the direction of ENGINEERWEC.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEERWEC concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*

- a. Serve as ENGINEERWEC's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist ENGINEERWEC in serving as KLWTD's liaison with Contractor when Contractor's operations affect KLWTD's on-Site operations.
 - c. Assist in obtaining from KLWTD additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEERWEC when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEERWEC.
6. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEERWEC of availability of Samples for examination.
 - c. Advise ENGINEERWEC and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEERWEC.
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7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEERWEC. Transmit to Contractor in writing decisions as issued by ENGINEERWEC.
8. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEERWEC in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEERWEC whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEERWEC of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*

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