

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
November 19, 2024

Agenda Item Number: N-1

Action Required:
Yes

Department:
Engineering

Sponsor:
Ed Castle

Subject:
Amendment of WEC Capital Projects Work Authorization WA 24-01

Summary:

WEC Work Authorization WA 24-01 is for engineering services for Capital Projects for FY24 in the original amount of \$1,424,802.00. Due to unforeseen delays in completion of construction and work needed to apply for construction grants under a now format, the Capital Projects engineering budget was exceeded by \$26,550.00 or 1.9%. WEC requests that additional funding for engineering services for Capital Projects under WA 24-01 be authorized in the amount of \$26,550.00, bringing the amended total of this work authorization to \$1,451,352.00. This increase in the engineering budget will not cause a need for a FY 24 budget amendment. +

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$ 26,550.00
Expense
Funding Source:
Grant(s)
Budgeted:
No

1. WEC Memo
2. Copy of WA 24-1

Approved By:  Date: 11/14/2024
General Manager



"Excellence in Engineering"

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MEMORANDUM

To: Peter Rosasco
From: Ed Castle
Date: November 7, 2024
Re: WEC FY 24 Work Authorization WA 24-01 Amendment

The KLWTD Board previously approved the KLWTD FY 24 budget which included four work authorizations issued to Weiler Engineering (WEC). WA 24-01, the Capital Projects work authorization was issued in the amount of \$1,424,802.00.

As the fiscal year progressed, WEC kept track of expenses versus the WA 24-01 amount. It appeared that we would have sufficient funds to complete all of the work assigned to us under the Capital Projects work authorization. However, during the summer of 2024, we found that a few of the construction projects were running longer than anticipated, causing our expenses for inspections, pay application reviews and other such tasks to exceed what was previously projected.

In addition, changes were made to the distribution of grant funds under the Stewardship project, with individual grant application packages needed for each project. WEC was tasked with preparing these grant applications. The District also tasked WEC with applying for grant funding under the Resilient Florida grant program for upcoming construction costs associated with the Monroe County sea level rise project for Stillwright Point. The manhours associated with preparing these grant application packages were billed to the capital projects where the funds would be used.

This unanticipated work caused us to exceed the WA 24-01 amount by \$26,550.00 which represents a 1.9% overrun. We respectfully request that the Board authorize an adjustment to WEC work authorization WA 24-01, increasing the amount of the work authorization by \$26,550.00 for an adjusted total amount of \$1,451,352.00.00.

WORK AUTHORIZATION WEC 24-01

Professional Services Agreement Between the

Key Largo Wastewater Treatment District
(District) an independent special district created
by

Chapter 02-337, Laws of Florida, 2003


and

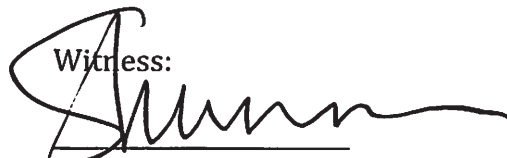
The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Capital Projects & Construction Services
PROJECT COST: Hourly (Not to Exceed \$1,424,802 for FY24)
PROJECT SCHEDULE: As needed and directed by the District
PROJECT BILLING: See EXHIBIT A

Edward Castle

Edward R. Castle, Vice President
The Weiler Engineering Corporation
6805 Overseas Highway
Marathon, FL 33050


Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Highway
Key Largo, FL 33037

Witness:

Shannon McCully, Clerk

Date: 9/5/23

WORK AUTHORIZATION WEC 24-01

CAPITAL PROJECTS DESIGN AND CONSTRUCTION ENGINEERING SERVICES

Weiler Engineering's Scope of Services

The Key Largo Wastewater Treatment District (District) provides wastewater collection, transmission, treatment and disposal services for the District and provides treatment and disposal for the wastewater from Islamorada, Village of Islands (Village). In order to provide these services, the District must construct and maintain the infrastructure necessary to collect, treat and dispose of the wastewater. The District will be undertaking various construction projects in FY24 and future years.

The District requires assistance in the design of capital projects and in inspection and administration of the construction contracts. The Weiler Engineering Corporation (WEC), as the District's construction professional, will:

- Provide engineering design for the funded capital projects for FY24. The design services will include design, technical specifications and bidding assistance as needed
- Review and rank proposals from Contractors for construction tasks based on qualifications, references and pricing. The ranking will be submitted to the District for review and selection of Contractor(s).
- After selection and award of contract to Contractor(s), conduct Pre-Construction Meeting(s) with the Designer, Contractor(s), Representatives of local utilities, FDOT, District Staff and other interested parties.
- Review shop drawings and submittals provided by the Contractor(s) and approve such documents after determining compliance with the Designer's drawings and specifications.
- Conduct Construction Progress Meetings throughout the entirety of the construction project.

- Interact with the Designer and the Contractor(s) in response to Requests for Clarification by the Contractor(s) regarding the design, as well as serve as the District's liaison to the Designer for other construction issues.
- Participate in start-up of the constructed infrastructure, as applicable.
- Review record drawings, and final close-out documents on completion of the projects. At the District's option, WEC may produce final record drawings based on the Contractor(s)'s record drawings as maintained in the field.

WEC will perform daily construction observation services or may rely on information provided by the District's General Manager and District Staff, should the District elect to provide daily construction observation services, with the agreement of WEC. The observation service may include:

- Preparing daily, weekly, and monthly inspection reports;
- Maintaining construction record field data; and
- Generating construction progress reports as required by the District.

A breakdown of service cost is detailed in "Exhibit B". Upon the District's authorization to proceed, WEC's services during will include those outlined above and more specifically as follows:

Basic Services

A. WEC's services during design will include specifically the following:

1. Design. WEC will consult with the District to define the capital projects and will produce design drawing to include Civil, Structural and Electrical engineering design as needed. Drawing will be produced in AutoCAD on 22" X 34" sheets. Final drawings will be signed and sealed and will be provided in both paper and PDF format
2. Technical Specifications. Technical specifications for the project will be produced to cover all aspects of the work. The technical specifications will be reviewed and will be signed and sealed by a licensed professional engineer. The technical specifications will be provided both in hard copy and in PDF format.
3. Bidding Assistance. WEC will prepare the RFP documents using the District's standard RFP format. The RFP will include the bid form and other forms and will include the

Standard General Conditions, Supplementary Conditions and the FDEP Supplementary conditions as well as a construction cost estimate. The RFP will be prepared in PDF format, ready for uploading to DemandStar for advertising.

B. WEC's services during construction will include specifically the following:

1. General Administration of Construction Contract. Consult with District and act as the District's representative as provided in the Agreement and the Construction Contract between the District and the Contractor(s). All of District's instructions to the Contractor(s) will be issued through WEC, who shall have authority to act on behalf of District in dealings with the Contractor(s) to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.
2. Resident Project Representative (RPR). Provide the services of a RPR, on an as-needed basis to supplement District inspections, at the construction sites to provide more extensive observation of the Contractor(s)'s work. Duties, responsibilities, and authority of the RPR are as outlined in Exhibit B.
3. Pre-Construction Conference. Conduct the Pre-Construction Conference prior to commencement of Work at the Site.
4. Visits to Site and Observation of Construction. 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.
5. Defective Work. Recommend to District that the Contractor(s)'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. Provide clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor(s)'s work and make recommendations to the District.
7. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the District, as appropriate.

8. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings, samples and other data which the Contractor(s) is required to submit.
9. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor(s).
10. Inspections and Tests. Assure that the Contractor(s) has required such special inspections or tests of the Contractor(s)'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.
11. Disagreements between the District and Contractor(s). Render formal written recommendations on all claims of the District and Contractor(s) relating to the acceptability of Contractor(s)'s work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor(s)'s work.
12. Applications for Payment. Review Contractor(s)' Applications for Payment and all required documentation.
13. Contractor(s)'s Completion Documents.
 - a. Review maintenance and operating instructions, record drawings, certifications, schedules, and guarantees received from the Contractor(s).
 - b. From the Contractor(s), receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by the Contractor(s) to obtain final payment.
 - c. WEC shall transmit these documents to the District.
14. Substantial Completion. Promptly after notice from the Contractor(s) that the entire work is ready for its intended use, in company with the Contractor(s), conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of the District and if WEC considers the Work Substantially Complete, WEC shall prepare a Certificate of Substantial Completion and a final punch list for execution by the District, WEC and the Contractor(s) to the District.
15. Final Notice of Acceptability. Conduct a final inspection to determine if the completed Work

of the Contractor(s) is acceptable so that WEC may recommend, in writing, final payment to the Contractor(s).

Duration of Construction Phase:

The fees for these services, as specifically set forth in EXHIBIT A will be charged on an hourly basis. The Construction Phase will commence with the execution of the Construction Agreement for each Project or any part thereof and will terminate upon written recommendation by WEC for final payment to the Contractor(s) and acceptance by the District. WEC will not perform services under this Work Authorization that would exceed the FY24 "Not to Exceed" amount stated above, without prior written authorization from the District.

Anticipated Capital Projects may include the projects listed in the attached table, depending on Board action.

Other capital projects that may arise during FY24 may result in additional engineering efforts. If needed, a proposal for increased engineering fees may be presented for Board approval to cover efforts for the listed conceptual projects and any other projects that may arise in FY24.

EXHIBIT A

WEILER ENGINEERING FEE SCHEDULE

Title	Rate
<i>Principal in Charge</i>	<i>\$210.00</i>
<i>Expert Witness</i>	<i>\$280.00</i>
<i>Registered Professional Engineer (P.E.)</i>	<i>\$165.00</i>
<i>Environmental Scientist</i>	<i>\$160.00</i>
<i>Mining Specialist PhD (non-P.E.)</i>	<i>\$160.00</i>
<i>Project Manager</i>	<i>\$160.00</i>
<i>Structural Manager</i>	<i>\$155.00</i>
<i>Senior Planner</i>	<i>\$140.00</i>
<i>Registered Engineer Intern (E.I.)</i>	<i>\$140.00</i>
<i>Certified Floodplain Manager (CFM)</i>	<i>\$140.00</i>
<i>Plans Examiner</i>	<i>\$130.00</i>
<i>Structural Inspector</i>	<i>\$130.00</i>
<i>Code Inspector</i>	<i>\$130.00</i>
<i>Senior Construction Inspector</i>	<i>\$115.00</i>
<i>Senior Engineering Designer</i>	<i>\$115.00</i>
<i>Engineering Designer</i>	<i>\$100.00</i>
<i>Construction Inspector</i>	<i>\$100.00</i>
<i>Engineering Technician</i>	<i>\$90.00</i>
<i>Structural Technician</i>	<i>\$90.00</i>
<i>Field Technician</i>	<i>\$90.00</i>
<i>Clerical</i>	<i>\$60.00</i>

Reimbursable Expenses:

<i>Vellums</i>	<i>\$10.00 / each</i>	<i>(24 x 36)</i>
<i>Mylars</i>	<i>\$25.00 / each</i>	<i>(24 x 36)</i>
<i>Blue Prints / Sheet</i>	<i>\$2.80 / each</i>	<i>(24 x 36)</i>
<i>Copies</i>	<i>\$0.30 / each</i>	<i>(11 x 17)</i>
<i>Copies</i>	<i>\$0.20 / each</i>	<i>(8 ½ x 14)</i>
<i>Copies</i>	<i>\$0.15 / each</i>	<i>(8 ½ x 11)</i>
<i>Travel *</i>	<i>Cost plus 15%</i>	
<i>Overnight mail</i>	<i>Cost plus 15%</i>	
<i>Other Reimbursable Expenses</i>	<i>Cost plus 15%</i>	

**Outside of Monroe County*

EXHIBIT B

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 District shall provide at least one staff employee to assist the RPR with inspections and other duties as directed by the RPR. The RPR, assistants, and other field staff as described within this Exhibit B may provide full time representation or may provide representation to a lesser degree, at the District's option, with deductions in billing to the District based on reduced services.
- B. Through such additional observations of the Contractor(s)'s work in progress and field checks of materials and equipment by the RPR and assistants, WEC shall endeavor to provide further protection for the District against defects and deficiencies in the Work. However, WEC shall not, during such visits or as a result of such observations of the Contractor(s)'s work in progress, supervise, direct, or have control over the Contractor(s)'s Work nor shall WEC have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the Contractor(s), for safety precautions and programs incident to the Contractor(s)'s work in progress, for any failure of the Contractor(s) to comply with Laws and Regulations applicable to the Contractor(s)'s performing and furnishing the Work, or responsibility of construction for the Contractor(s)'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 Scope of Services and Contract for Consulting/Professional Services with the District 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)'s work in progress shall in general be with WEC and the Contractor(s), keeping the District advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor(s). RPR shall generally communicate with the District 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 the Contractor(s) and consult with WEC concerning acceptability.
3. Conferences and Meetings: Attend meetings with the Contractor(s), such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison: Serve as WEC's liaison with the Contractor(s), working principally through the Contractor(s)'s superintendent and assist in understanding the intent of the Contract Documents.
 - a. Assist WEC in serving as the District's liaison with the Contractor(s) when the Contractor(s)'s operations affect the District's on-Site operations.
 - b. Assist in obtaining additional details or information from the District, 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 the Contractor(s) 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 the Contractor(s), and notify WEC of availability of Samples for examination.
 - c. Advise WEC and the Contractor(s) 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 the Contractor(s)'s suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to WEC. Transmit requests for modifications to the Designer as needed. Transmit to the Contractor(s) in writing decisions as issued by WEC and the Designer.
8. Review of Work and Rejection of Defective Work:

- a. Conduct on-Site observations of the Contractor(s)'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 the Contractor(s)'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 system startups of important phases of the Work.
- b. Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate District personnel, and that the Contractor(s) maintains adequate records thereof.
- c. Observe, record, and report to WEC appropriate details relative to the test procedures and system 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 the Contractor(s), and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording the Contractor(s)'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 the Contractor(s)'s compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to WEC and the Designer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor(s).
- c. Furnish to WEC and the District 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 the Contractor(s) 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 the Contractor(s) 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 the District prior to payment for that part of the Work.

14. Completion:

- a. Before WEC issues a Certificate of Substantial Completion, submit to the Contractor(s) a list of observed items requiring completion or correction.
- b. Observe whether the Contractor(s) 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, the District, and the Contractor(s) 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 the Contractor(s), subcontractors, suppliers, or the Contractor(s)'s superintendent.
4. Advise on issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor(s)'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 the District or the

Contractor(s).

6. Participate in specialized field or laboratory testing or inspections conducted off-site by others except as specifically authorized by WEC.
7. Accept Shop Drawing or Sample submittals from anyone other than the Contractor(s).
8. Authorize the District to occupy the Project in whole or in part.