February 5th

2003
Key Largo Wastewater Treatment District
Board of Commissioners Meeting Agenda
4:00 PM Wednesday, February 5, 2003
Key Largo Civic Club
209 Ocean Bay Drive
Key Largo, Monroe County, Florida

A. Open Public Hearing to consider adoption of Resolution approving the use of FKAA non-rule policies
   1. Public Comments
   2. Board Discussion
   3. Action on Resolution
   4. Close Public Hearing

B. Call to Order – KLWTD Regular Meeting

C. Pledge of Allegiance

D. Additions, Deletions or Corrections to the Agenda


F. General Manager Report
   1. Discussion and update of the Critical Events Master Schedule for DEP Agreement No. LP0338
   2. Discussion and consideration of appointing technical committee to evaluate RFP’s
   3. Discussion and consideration of procuring insurance coverage for the KLWTD

G. Legal Counsel Report

H. Engineering Report

I. Committee Reports

J. Action Items
   1. Discussion and consideration of policy and procedure for simple contracts
   2. Approval of Professional Consultant Services Agreement by and between KLWTD and Government Services Group, Inc.
   3. Approval of Professional Engineering Consultant Services Agreement by and between KLWTD and Gartek Engineering Corporation
   4. Approval of Resolution appointing PRMG as the KLWTD’s rate consultant
      a. Public Comment
5. Approval of Resolution adopting an Expenditure Policy
   a. Public Comment

J. Meeting Adjournment
TO: Robert Sheets
FROM: Dave Refling
SUBJECT: Key Largo Trailer Village RFP
Response to Gartek’s Comments

February 4, 2003

Per the request of GSG and Gartek, the following provides our understanding of the consensus reached in response to Gartek’s comments dated January 29, 2003, which were discussed between the parties in a conference call last Friday.

VOLUME I

1. RE: IN OUR OPINION THE ENGINEER OF RECORD IS THE ONE THAT SHOULD BE RESPONSIBLE FOR AMENDING THEIR OWN DOCUMENTS AND SHOULD CONSIDER DOING IT BEFORE PROPOSALS ARE RECEIVED BY THE KLWWTD. AS PREVIOUSLY STATED WE RECOMMEND THE KEY LARGO TRAILER VILLAGE PROJECT BE AWARDED BASED ON PURE COST COMPETITION AFTER CONTRACTORS ARE PRE-QUALIFIED SPEICALLY AFTER CONSIDERING THE FAILURE RATE OF THE COST/DESIGN APPROACH IN RECENT ISLAMORADA BIDS. THIS BOARD OR THE PEOPLE OF KEY LARGO DO NOT HAVE THE TIME REQUIRED FOR THE ASSOCIATED LONG AND BURDENSON DESIGN/COST EVALUATION PROCESS GIVEN THE FACT THAT IF HIGH BIDS ARE RECEIVED THERE WILL BE NO PROJECT AWARDED OR TIME FOR RE-BIDS. BID AMOUNTS SUBMITTED BY CONTRACTORS SHOULD BE OPENED AND RECORDED IMMEDIATELY SO THE KLWWTD DOES NOT WASTE ANYTIME IF BIDS ARE HIGH. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

The consensus developed on Friday’s conference call incorporates a two-step evaluation process with technical proposals being received prior to cost proposals being received. Based on GSG’s meeting with FDEP on Feb. 3rd related to grant funding requirements, the preliminary revised schedule is to receive the technical proposal submittals on February 19th, and then receive cost proposal submittals on February 26th. The Evaluation Committee (EC) will begin the technical evaluation on the 19th, and when completed will meet to develop a technical ranking. Cost proposals will then be opened. The EC would then provide separate technical and cost proposal rankings to the KLWWTD Board without making a recommendation. FDEP needs a certification by March 1st that proposals have been received and that the evaluation process has begun. Opening of the cost proposals is not required. This allows more flexibility to the EC so that the technical evaluation is not rushed, particularly due to the agreed upon approach that the EC will be subject to the Sunshine Law and will not be able to discuss the evaluation except in a properly noticed public meeting. Proposed EC members include Charles Sweat, Robert Betancourt, Dave Refling and then one or two Board members: Jerry Wilkinson and/or Charles Brooks.

Re: We recommend that a final decision from the KLWWTD regarding item #1 above be obtained.
2. RE: IN OUR OPINION SUBSTITUTIONS OR ALTERNATES SHOULD BE CONSIDERED PRIOR TO AWARDING WORK. THIS WILL EQUATE TO LOWER BID’S PROPOSALS AND BETTER THE CHANCES THE PROJECT HAS TO COME IN UNDER THE AVAILABLE BUDGET. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

The D/B process is open enough that the Contractor’s know to use their creativity. We do not recommend any change to this, and do not believe a change would result in lower cost proposals.
Re: We recommend that a final decision from the KLWWTD regarding item #2 above be obtained.

3. RE: WE ARE REQUESTING THAT THE PRE-PURCHASE OF MAJOR EQUIPMENT BE MADE MANDATORY IN THIS RFP. THIS WILL GIVE THE CONTRACTORS A BETTER CHANCE TO SUBMIT EQUIVALENT PROPOSALS AND SAVE THE KLWWTD VALUABLE TIME DURING THE BID EVALUATION PROCESS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We all agree that the KLWWTD Board should accomplish pre-purchase of major equipment. If it is to be included by Contractors in the cost proposal, we need to define what equipment this will be required for. Final design will be completed following award and therefore actual dollar amounts may vary for each Contractor at the time cost proposals are due based on their preliminary equipment selection. In the draft D/B agreement in Volume II, there is very specific language in Article 3.8 that describes how pre-purchase of equipment and materials can be used by KLWWTD to reduce the GMP of the Contractor. Clarifying language could be incorporated by addendum into the Instructions to Proposers paragraph 20 to refer Contractors to Volume II Article 3.8 so they understand that cost savings for this should not be included in their cost proposal. This approach allows the KLWWTD to achieve the cost savings on potentially more equipment and materials than can be identified at this time, if it is determined to be in the KLWWTD’s best interest considering all issues.
Re: We recommend Wastewater Treatment Plant, Vacuum Pumps and a predetermined amount of Vacuum Valves (i.e. 50 Valves) be indicated to be pre-purchased by the RFP.

4. WE DISAGREE AND THINK FKAA STILL COULD HAVE LEGAL JURISDICTION SINCE BIDS ARE TO BE DELIVERED TO THEIR OFFICES AS STATED IN LEGAL NOTICE ISSUED TO THE BIDDERS AND/OR IF THE KLWWTD MAY DECIDE TO KEEP THEM ON BOARD ON THIS PROJECT. IF NOT WE THINK BIDS SHOULD BE DIRECTLY SENT AND RECEIVED BY KLWWTD. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We will incorporate any changes as recommended by GSG and Terry Lewis. We do recommend FKAA and Monroe County be contacted to advise them of this change.
Memorandum To: Robert Sheets
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Re: The recommendation to include both FKAA and County was given during the conference call and letter by LL&W, P.A. dated 1/29/03.

5. WE DISAGREE AND RECOMMEND REFERENCES BE MADE TO HELP CONTRACTORS BETTER PREPARE THEIR SUBMITTALS. IN OUR OPINION MORE REDUNDANCY IN THE DOCUMENTS EQUATES TO BETTER SUBMITTALS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We can add the September 30, 2005 completion date, but we do not recommend establishing contract time in calendar days. This will be more appropriate when negotiating the agreement with the selected Contractor.

Re: We recommend that a final decision from the KLWWTD regarding item #5 above be obtained.

6. WE DISAGREE AND RECOMMEND REFERENCES BE MADE TO HELP CONTRACTORS BETTER PREPARE THEIR SUBMITTALS. IN OUR OPINION MORE REDUNDANCY IN THE DOCUMENTS EQUATES TO BETTER SUBMITTALS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We can add the specific dollar amounts already identified in Volume II, Article 6.11, which are $500 for the first 30 days and $1,000 per day thereafter up to a maximum of 120 days. GSG and Terry Lewis need to advise us if the existing amounts are appropriate and if additional reference is needed in the Instructions to Proposers.
We do not believe it is necessary to make any revisions.

Re: We recommend that a final decision from the KLWWTD regarding item #6 above be obtained.

7. WE DISAGREE AND RECOMMEND REFERENCES BE MADE TO HELP CONTRACTORS BETTER PREPARE THEIR SUBMITTALS. IN OUR OPINION MORE REDUNDANCY IN THE DOCUMENTS EQUATES TO BETTER SUBMITTALS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We can add a reference to Volume II, Article 12 and Exhibit M. We do not believe it is necessary to make any revisions.

8. WE ARE REQUESTING THAT SPECIFIC NUMBER OF CALENDAR DAYS BE SPECIFIED IN THIS RFP. THIS WILL GIVE THE CONTRACTORS A BETTER CHANCE TO SUBMIT EQUIVALENT PROPOSALS AND SAVE THE KLWWTD TIME DURING THE BID EVALUATION PROCESS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #5 above. We do not believe it is necessary to make any revisions.
9. **RE: WE STRONGLY RECOMMEND THAT EXPERIENCE IN THE FLORIDA KEYS BE DELETED OR REDUCED TO A MAXIMUM OF 5 POINTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.**

We have agreed to reduce work experience in the Keys to 10 points.

Re: We recommend that a final decision from the KLWWTD regarding item #9 above be obtained.

B. **RE: WE STRONGLY RECOMMEND THAT ALTERNATIVE COLLECTION SYSTEMS OR A COMBINATION GRAVITY VACUUM SYSTEMS BE CONSIDERED. IF FEASIBLE AND COST EFFECTIVE FEMA ENVIRONMENTAL ASSESSMENT PROCESS COULD BE RECONSIDER/REVISIT LEGALLY, SPECIALLY IF IT WILL HAVE NO EFFECT ON THE FINAL FEMA GOAL AND WILL MAKE AT THE SAME TIME THE MANDATED CENTRAL SEWER SYSTEM AFFORDABLE FOR THE PEOPLE OF KEY LARGO. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.**

We will add clarifying language to allow combination gravity/vacuum sewer systems.

C. **RE: IN OUR OPINION PROVIDING POINTS TO FAVOR CONTRACTORS THAT WILL OFFER THE LEAST OPERATING COST AND MAINTENANCE COST OF THE TWO (2) APPROVED WASTEWATER SYSTEMS SHOULD BE CONSIDERED PRIOR TO AWARDING WORK. THIS WILL PROVIDE AN INCENTIVE FOR CONTRACTORS TO SUBMIT MORE AFFORDABLE SEWER SYSTEMS FOR THE PEOPLE OF KEY LARGO. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.**

We are already requesting significant detail on the system to be provided. We will add operating costs to the item requesting information on a similar system utilizing the treatment technology proposed.

Re: We recommend that a final decision from the KLWWTD regarding item #9C above be obtained.

D. **RE: WE DISAGREE. THERE ARE WASTEWATER PLANT MANUFACTURERS THAT ARE WILLING TO CERTIFY AND ODORLESS WASTEWATER TREATMENT PLANT IN WRITING. POINTS SHOULD BE AWARDED TO CONTRACTORS THAT WILL SUBMIT ODORLESS PLANTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.**

We do not believe it is appropriate to request such a certification. We do request information on odor control measures that will be provided.

Re: We recommend that a final decision from the KLWWTD regarding item #9D above be obtained.

E. **RE: IN OUR OPINION PROVIDING POINTS TO FAVOR CONTRACTORS THAT WILL OFFER A LOWER FOOT-PRINT PLANT SIZE, LOWER INITIAL COST, AND HIGHEST FLEXIBILITY OF THE TWO (2) APPROVED WASTEWATER SYSTEMS SHOULD BE CONSIDERED PRIOR TO AWARDING WORK. THIS WILL PROVIDE AN INCENTIVE FOR CONTRACTORS TO SUBMIT**
MORE AFFORDABLE SEWER SYSTEMS FOR THE PEOPLE OF KEY LARGO. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We are requesting information concerning footprint and plan and section views. We believe this is adequate, since Contractors will be well aware of the ranking procedure prior to proposal due dates. Re: We recommend that a final decision from the KLWWTD regarding item #9E above be obtained.

F. RE: IN OUR OPINION PROVIDING POINTS TO FAVOR CONTRACTORS THAT WILL OFFER A PROCESS THAT COULD LOWER THE COST ASSOCIATED WITH HAULING AND REMOVING THE SLUDGE WASTE OF THE TWO (2) Approved wastewater systems should be considered prior to awarding work. This will provide an incentive for contractors to submit more affordable sewer systems for the people of Key Largo. Please indicate if Boyle Engineering Corp. will comply with this request via addenda.

We are requesting information concerning residuals with associated points. Re: We recommend that a final decision from the KLWWTD regarding item #9F above be obtained.

G. RE: IN OUR OPINION THIS INFORMATION REQUEST COULD MAKE IT HARDER AND POSSIBLY SCARE AWAY CONTRACTORS THAT HAVE EXPERIENCE IN THE INSTALLATION OF SYSTEMS SMALLER THAN SIZE SPECIFIED ON RFP AND SHOULD BE CHANGED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We will eliminate the 100,000 gpd minimum size requirement.

H. RE: IN OUR OPINION THIS INFORMATION REQUEST COULD MAKE IT HARDER AND POSSIBLY SCARE AWAY CONTRACTORS THAT HAVE NO EXPERIENCE IN THE INSTALLATION OF SEWER VACUUM SYSTEMS (AND THERE ARE VERY FEW THAT CAN SHOW THIS EXPERIENCE) TO SUBMIT PROPOSALS AND SHOULD BE CHANGED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We agreed to leave this in. It is only an information request and it is important information to know.

10. RE: WE THINK IT IS UNNECESSARY AND CONFUSING TO DUPLICATE THE SERVICES THE BOARD WAS ELECTED TO PROVIDE. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please see response to comment #1.
Re: We recommend that a final decision from the KLWWTD regarding item #1 & #10 above be obtained

10. RE: WE THINK IT IS VERY IMPORTANT THAT THE BOARD BE ABLE TO COMPARE UNIT PRICES FROM ALL THE CONTRACTORS SUBMITTING BIDS AND WE DO NOT CONSIDER UNIT PRICES TO BE A BURDEN TO THE BOARD ON THE CONTRARY IT WOULD BE A TREMENDOUS HELP TO THE BOARD AND WILL PROTECT THE PEOPLE OF KEY LARGO AGAINST UNFAIR AND OVERPRICED CHANGE ORDERS AFTER THE CONTRACT IS AWARDED PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We will clarify the existing language so that Contractor's understand how much detail is necessary, since it already indicates that unit prices are required as an attachment to the cost proposal.

11. RE: WE DISAGREE. IF ALTERNATIVE COLLECTION SYSTEMS ARE FEASIBLE AND COST EFFECTIVE PART (b) FEMA ENVIRONMENTAL ASSESSMENT PROCESS FOR VACUUM TECHNOLOGY COULD BE RECONSIDER/REVISE LEGALLY, SPECIALLY IF IT WILL HAVE NO EFFECT ON THE FINAL FEMA GOAL AND WILL MAKE AT THE SAME TIME THE MANDATED CENTRAL SEWER SYSTEM AFFORDABLE FOR THE PEOPLE OF KEY LARGO. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to response to comment # 9B.

12. RE: PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL INCLUDE THE PDR VIA ADDENDA.

PDR has been made available to all RFP holders.
Re: Please, confirm if PDR was made available via Addendum to each bidder.

13. RE: IN OUR OPINION THIS INFORMATION REQUEST COULD MAKE IT HARDER FOR CONTRACTORS THAT HAVE EXPERIENCE ON INSTALLATION OF SYSTEMS SMALLER THAN SIZE REQUESTED ON RFP TO SUBMIT PROPOSALS AND SHOULD BE CHANGED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #9G above.

14. RE: IN OUR OPINION THIS INFORMATION REQUEST COULD MAKE IT HARDER FOR CONTRACTORS THAT HAVE NO EXPERIENCE IN THE INSTALLATION OF SEWER VACUUM SYSTEMS (AND THERE ARE VERY FEW THAT CAN SHOW THIS EXPERIENCE) TO SUBMIT PROPOSALS AND SHOULD BE CHANGED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.
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Please refer to previous response to comment #9H above.

15. RE: IN OUR OPINION THIS INFORMATION REQUEST COULD MAKE IT HARDER FOR CONTRACTORS THAT HAVE EXPERIENCE IN THE INSTALLATION OF SYSTEMS SMALLER THAN SIZE REQUESTED ON RFP TO SUBMIT PROPOSALS AND SHOULD BE CHANGED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #9G above.

16. RE: WE DISAGREE AND THINK FKAA STILL COULD HAVE LEGAL JURISDICTION SINCE BIDS ARE TO BE DELIVERED TO THEIR OFFICES AS STATED IN LEGAL NOTICE ISSUED TO THE BIDDERS AND/OR IF THE KLWWTD MAY DECIDE TO KEEP THEM ON BOARD ON THIS PROJECT. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #4.

Re: The recommendation to include both FKAA and County was given during the conference call and letter by LL&W, P.A. dated 1/29/03.

17. RE: WE THINK IT IS VERY IMPORTANT THAT THE BOARD BE ABLE TO COMPARE UNIT PRICES FROM ALL THE CONTRACTORS SUBMITTING BIDS AND WE DO NOT CONSIDER UNIT PRICES TO BE A BURDEN TO THE BOARD ON THE CONTRARY IT WOULD BE A TREMENDOUS HELP TO THE BOARD AND WILL PROTECT THE PEOPLE OF KEY LARGO AGAINST UNFAIR AND OVERPRICED CHANGE ORDERS AFTER THE CONTRACT IS AWARDED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #10.

VOLUME II

18. RE: PLEASE CONSIDER DELETING PARAGRAPH 3.10 WOMAN AND MINORITY BUSINESS ENTERPRISE UTILIZATION IF IT IS NOT REQUIRED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.
It was agreed to confirm that there are no M/WBE requirements related to grant eligibility. If not, the addendum will include language to be provided by GSG and Terry Lewis as approved by the KLWWTD.

19. RE: PLEASE CONSIDER MAKING A MANDATORY REQUIREMENT THAT CONTRACTOR WILL MAKE AVAILABLE THE RECORD SET PRIOR TO PAYMENT REQUISITION APPROVAL BY THE KLWWTD. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

It was agreed to incorporate language to this effect.

20. RE: WE DISAGREE: Please consider indicating the Flow requirements for this Project as well as specific size and capacity of the Wastewater Treatment Plant. Also provide the Ultimate design capacity for the Wastewater Treatment Plant on this Site. It is recommended that the Plant will be installed in modules, and that the module sizes correspond to an efficient distribution for future growth. Also is cost effective to plan now for the future “foot-print “area of the actual structural base and layout that will be required to house the Ultimate Treatment Plant size on this Site, in our opinion planning in this phase could save Tax payers a lot of money in future Plant expansions. We also recommend that Performance Standards include a certification from the Wastewater Treatment Plant manufacturer guarantying in writing that the Effluent criteria of 5/5/3/1 will be maintained for the operational life of the system. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

These issues are addressed in the PDR.

21. RE: NO COMMENTS

The requirement to provide 40-hours of training to KLWTD personnel or their assignees will be added to Exhibit E (Acceptance Testing).

22. RE: NO COMMENTS

The reference to the “City of Marathon” will be deleted.

23. RE: NO COMMENTS

The statement will be changed to read as recommended by Gartek, but only if requested by GSG and Terry Lewis. It has been determined that the existing language is legally acceptable to the KLWWTD.

Re: We recommend that a final decision from the KLWWTD regarding item #23 above be obtained.
VOLUME III

24. RE: PLEASE INDICATE IF THE PDR WILL BE ISSUED VIA ADDENDA.

The PDR is a referenced document in the RFP. A copy has been made available to all RFP holders.
Re: Please, confirm if PDR was made available via Addendum to each bidder.

25. RE: WE DISAGREE. IN OUR OPINION PROVIDING AN OUTLINE SPECIFICATION FOR ALL DISCIPLINES INVOLVED IS NECESSARY TO OBTAIN GOOD BID RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

This level of detail is the responsibility of the selected design-build firm. We do not believe this will help improve cost proposals.

26. RE: WE DISAGREE. IN OUR OPINION DEFINING THE AIR CONDITIONING SYSTEM INVOLVED IS NECESSARY TO OBTAIN GOOD BID RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

This level of detail is the responsibility of the selected design-build firm. The Contractor is responsible for obtaining all building permits and meeting applicable codes.

27. RE: WE DISAGREE. IN OUR OPINION DEFINING THE FIRE SPRINKLER SYSTEM INVOLVED IS NECESSARY TO OBTAIN GOOD BID RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

This level of detail is the responsibility of the selected design-build firm. The Contractor is responsible for obtaining all building permits and meeting applicable codes.

28. RE: PLEASE CLARIFY IF EMERGENCY POWER WILL BE REQUIRED FOR EVERY SYSTEM (I.E. VACUUM PUMPS, FANS, AIR CONDITIONING EQUIPMENT, ETC.) IN OUR OPINION DEFINING WHAT WILL BE CONNECTED TO THE EMERGENCY POWER SYSTEM IS NECESSARY TO OBTAIN GOOD BID'S RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.
Contractors are aware of standby power requirements based on their knowledge of FDEP permits that they will be required to obtain.

29. RE: WE DISAGREE. IN OUR OPINION DEFINING WHAT SYSTEMS WILL REQUIRE TO BE CONNECTED TO U.P.S. IS NECESSARY TO OBTAIN GOOD BID’S RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

This level of detail is the responsibility of the selected design-build firm. The description provided in Section J describes adequately what controls will require UPS.

30. RE: WE DISAGREE. IN OUR OPINION DEFINING THE CONTROL SYSTEM EXPECTED OR REQUIRED IS NECESSARY TO OBTAIN GOOD BID’S RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We agree with FKAA that a central computer control station is not required and is considered an unnecessary expense at this time. Such a system can be added in the future when the treatment plant is expanded to a capacity that requires operator staffing at least 16 hours per day pursuant to FDEP regulations.

31. RE: PLEASE CONSIDER NAMING TWO (2) VACUUM SYSTEMS MANUFACTURERS AS ACCEPTABLE EQUALS. IN OUR OPINION THIS IS NECESSARY FOR A COMPETITIVE BID PROCESS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Two manufacturers are named in Volume III, Section R.

Re: We can not find the two manufacturers referenced in Volume III, Section R. We strongly recommend AIRVAC and ROEVAC are named as equal. Otherwise it could be considered a proprietary RFP that will equate to higher prices.

32. RE: PLEASE VERIFY WITH KLWWTD FIRST TO MAKE SURE THEY ARE GOING TO ASSUME THE RESPONSIBILITY AND ASSOCIATED LIABILITIES INVOLVED WITH MAKING SURE THAT THE PROPERTY OWNER WILL PROVIDE THE LATERAL CONNECTIONS IN TIME AS TO NOT TO INTERFERE WITH CONTRACTOR’S CONSTRUCTION SCHEDULES AND IMPOSE LIQUIDATED DAMAGES. ALSO PLEASE PROVIDE ANY IDEAS AS TO HOW THIS COULD BE ENFORCED.

The reference to FKAA will be changed to KLWWTD (paragraph B.3, Page P-6), subject to approval by KLWWTD. Enforcing property owner connections to the wastewater system will be the joint responsibility of the KLWWTD and Monroe
County. Implementation procedures will need to be developed by the KLWWTD Manager.

Re: Please obtain a final decision from the KLWWTD regarding item #32 above.

33. RE: WE RECOMMEND STANDARD AIA PAYMENT AND CERTIFICATIONS FORMS BE INCLUDED AS A REQUIREMENT OF THIS RFP VIA ADDENDA. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

There are other acceptable pay request forms that may be considered for use by the KLWWTD Manager. We do not believe there is a need to identify a specific form at this time.

Re: Please obtain a final decision from the KLWWTD regarding item #33 above.

34. RE: WE THINK IT IS VERY IMPORTANT THAT THE BOARD BE ABLE TO COMPAR UNIT PRICES FROM ALL THE CONTRACTORS SUBMITTING BIDS AND WE DO NOT CONSIDER UNIT PRICES TO BE A BURDEN TO THE BOARD ON THE CONTRARY IT WOULD BE A TREMENDOUS HELP TO THE BOARD AND WILL PROTECT THE PEOPLE OF KEY LARGO AGAINST UNFAIR AND OVERPRICED CHANGE ORDERS AFTER THE CONTRACT IS AWARDED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #10.

35. RE: NO COMMENTS

The requested change to reference the Florida Building Code will be made.

36. RE: PLEASE INDICATE IF THE RFP WILL BE CORRECTED VIA ADDENDA ON SECTION P, PAGE #38 AND #39 PARAGRAPH 2.8 WHERE THE CONTRARY TO THE STAMENT ABOVE IS STATED.

This will be changed by addendum to require Contractor to be responsible for temporary water service.

37. RE: IN OUR EXPERIENCE IF THE CONTRACTOR IS NOT SPECIFICALLY MANDATED OR REFERED TO SPECIFIC STANDARDS AND REGULATIONS OR INDUSTRY STANDARD NOISE CRITERIA LEVELS EXPECTED BEFORE CONTRACT IS AWARDED THIS ISSUE COULD BE OVERLOOKED AND SUBJECT TO A CHANGE ORDER. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Gartek will identify preferred noise criteria for approval by KLWWTD Manager.
Re: Noise criteria should be researched and identified by Boyle Engineering Corp.
38. RE: Design Criteria Package: Section P, Page #P-69 Testing Piping Systems: Please consider including that all piping test shall be witness by City Inspectors and KLWWTD Engineers. Testing should be sectionalized and progressive through the installation of the piping systems. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

This requirement is already adequately stated in the RFP.
Re: Please indicate Volume # and Page # where it is stated.

39. RE: WE DISAGREE. IN OUR OPINION DEFINING THE WASTEWATER TREATMENT SYSTEMS EXPECTED OR REQUIRED AND INCLUDING MANUFACTURER’S NAMES AND TELEPHONE NUMBERS IS NECESSARY TO OBTAIN GOOD BID’S RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We believe the references of SBR and USBF provide Contractors with adequate information.
Re: We recommend that a final decision from the KLWWTD regarding item #39 above be obtained.

40. RE: NO COMMENTS

The specified acreage of the site will be corrected to 2.17 acres.

41. RE: PLEASE INDICATE IF RFP WILL BE CLARIFIED VIA ADDENDA AS PREVIOUSLY REQUESTED.

Clarifications will be made as necessary by addendum.

VOLUME IV

42. RE: NO COMMENTS.

43. RE: NO COMMENTS.

44. RE: WE DISAGREE. IN OUR OPINION IF MORE INFORMATION IS MADE AVAILABLE TO THE CONTRACTORS IN THIS RFP WILL EQUATE TO MORE ACCURATE AND LOWER BID RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.
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We concur with FKAA that this level of detail will need to be developed by the Contractor during the design phase of the project, and will be reviewed by the KLWWTD manager/consultants.

Re: We recommend that a final decision from the KLWWTD regarding item #44 above be obtained.

45. RE: IN OUR OPINION A FINAL SET (NOT STAMPED PRELIMINARY) SHOULD BE MADE AVAILABLE TO CONTRACTORS THAT WILL BE TRENCHING, DIGGING AND INSTALLING SEWER LINES THAT ARE MANDATED BY CODE TO BE A MINIMUM DISTANCE FROM WATER DISTRIBUTION LINES. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

FKAA has indicated that the water distribution system maps provided are the only maps available.
Re: In Our opinion the Preliminary stamp should then be deleted.

46. RE: PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Boyle will endeavor to make available larger scale survey drawings.

47. RE: PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL INCLUDE THE PDR VIA ADDENDA.

Please refer to previous response to comment #12.
Re: Please, confirm if PDR was made available via Addendum to each bidder.
all;

based on our attorney's legal advice I do not think we should hold a vendors' presentation.

there is no way to know for sure who is or who may claim to be a competing system.

faith: please add this to our agenda for discussion next Wednesday.

andy

Andrew M. Tobin, P.A.
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P.O. Box 620
Tavernier, FL 33070
Tel: 305-852-3388 email: Tobinlaw@terranova.net
----- Original Message -----
From: "Amy Dukes" <adukes@llw-law.com>
To: "Robert Betancourt" <rbetancourt@gartek-engineering.com>; "Faith Doyle" <FDoyle@govserv.com>
Cc: <rsheets@govserv.com>; "Terry Lewis" <tlewis@llw-law.com>; "David Refling" <DRefling@BoyleEngineering.com>; "Jerry Wilkinson" <jerry142@terranova.net>; "Andrew Tobin" <Tobinlaw@terranova.net>; "Charles Brooks" <cbrooks442@aol.com>; "Cris Beaty" <cris.beaty@westin.com>; "Gary Bauman" <g.bauman@dolphinpatioandgrill.com>
Sent: Thursday, February 06, 2003 3:35 PM
Subject: Re: Vendor conference 2/17

At last night's Board meeting, as you all know, legal counsel was asked to render an opinion on whether it is appropriate to have a vendor presentation at this point, and whether we need to change the RFP language.

After conferring with Terry, it is our opinion that the vacuum system presentation can go forward on Feb. 17th; but Robert Betancourt needs to contact other companies who offer other types of systems (if in fact there are any other types of systems) to let them know about the opportunity to make a presentation as well. Vendors offering competing systems should be given an equal opportunity to present their technology. Terry is of the opinion that, if there are viable competing technologies that contractors may propose and they are not given an opportunity to explain the pros and cons of their system, it could taint the ultimate selection process and expose the District to bid protest proceedings. At present, those proceedings would be governed by the Administrative Procedures Act and would be extremely time-consuming and expensive.

The presentations need to be done in a manner of educating and informing the Board and should not be sales pitches. Robert Betancourt should be very clear with the presenters on this issue up front. As we discussed last night, the presentation meeting must be properly noticed and minutes must be taken or recorded.

The RFP does not require an addendum on this issue.
Please contact me or Terry if you have any questions. Thanks.

-----Original Message-----
From: Robert Betancourt [mailto:rbetancourt@gartek-engineering.com]
Sent: Thursday, February 06, 2003 2:55 PM
To: Faith Doyle
Cc: Amy Dukes; rsheets@govserv.com
Subject: RE: Vendor conference 2/17

Faith:
I'm waiting for a Legal response to determine if Boyle needs to issue an addenda to change the RFP language regarding Vendor Presentations. As soon as I hear from Amy Dukes I will send you the requested information. Thanks Robert

-----Original Message-----
From: Faith Doyle [mailto:FDoyle@govmserv.com]
Sent: Thursday, February 06, 2003 2:00 PM
To: Robert Betancourt
Subject: Vendor conference 2/17

Hello Mr. Betancourt,

Please let me know at your earliest convenience the time, location and a brief description of what will be the 'agenda' of the meeting. Basically, the who and the what! I need the information to draft an advertisement to run ASAP.

thanks for your help,

Faith Doyle
KLWTD Board Clerk
c/o Government Services Group, Inc.
614 N. Wymore Road
Winter Park, FL 32789
Phone (407) 629-6900
Fax (407) 629-6963
Under Action Items, please add Consideration and Approval of Transition Interlocal Agreement. This will probably be presented under Legal Report at the meeting, but please put it under Action Items so the Board knows they need to act on it. Thanks.

--- Original Message ----
From: Faith Doyle [mailto:FDoyle@govmserv.com]
Sent: Friday, February 07, 2003 3:42 PM
To: Amy Dukes; Andrew M. Tobin Esq. (E-mail); Charles S. Brooks (E-mail); Charles Sweat; Cris BEaty (E-mail); Gary Bauman (E-mail); Jerry Wilkinson (E-mail); Robert Sheets
Subject: just the agenda!!!!
Importance: High

Please review the attached and per the newly elected procedure, ADVISE ME QUICKLY OF ANY ADDITIONS OR CORRECTIONS!!!!

sorry the minutes aren't done, I will email them later today or tomorrow for your leisure weekend reading!!!

<<KLWTD 2-12 draft agenda.doc>>

Faith Doyle

c/o Government Services Group, Inc.
614 N. Wymore Road
Winter Park, FL 32789
Phone (407) 629-6900
Fax (407) 629-6963
Will do!

-----Original Message-----
From: Andrew M. Tobin [mailto:Tobinlaw@terranova.net]
Sent: Friday, February 07, 2003 4:36 PM
To: Faith Doyle
Subject: Re: just the agenda!!!!

hello faith;

i noticed that jerry raised a question about my discussion item, and asked why it was on the agenda.

let me suggest that items ADDED by commissioners should be under a separate heading of "Commissioner's Items" followed by "Discussion on or regarding xyz by Commissioner x.

thanks and see you on wednesday.

Andrew M. Tobin, P.A.
Attorney at Law
P.O. Box 620
Tavernier, FL 33070
Tel: 305-852-3388 email: Tobinlaw@terranova.net
----- Original Message ------
From: "Faith Doyle" <FDoyle@govmserv.com>
To: "Amy Dukes Esq. (E-mail)" <adukes@llw-law.com>; "Andrew M. Tobin Esq. (E-mail)" <Tobinlaw@terranova.net>; "Charles S. Brooks (E-mail)" <cbrooks442@aol.com>; "Charles Sweat" <CSweat@GovMServ.com>; "Cris BEaty (E-mail)" <cris.beaty@westin.com>; "Gary Bauman (E-mail)" <g.bauman@dolphinpatioandgrill.com>; "Jerry Wilkinson (E-mail)" <jerry142@terranova.net>; "Robert Sheets" <rsheets@govserv.com>
Sent: Friday, February 07, 2003 3:41 PM
Subject: just the agenda!!!!

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> > <<KLWTD 2-12 draft agenda.doc>>
> > Faith Doyle
> > c/o Government Services Group, Inc.
> > 614 N. Wymore Road
> > Winter Park, FL 32789
> > Phone (407) 629-6900
> > Fax (407) 629-6963
> >
Faith Doyle

From: Jerry Wilkinson [jerry142@terranova.net]  
Sent: Friday, February 07, 2003 5:18 PM  
To: Faith Doyle; Amy Dukes Esq. (E-mail); Andrew M. Tobin Esq. (E-mail); Charles S. Brooks (E-mail); Charles Sweat; Cris BEaty (E-mail); Gary Bauman (E-mail); Robert Sheets  
Subject: RE: just the agenda!!!!

Faith:

Item I-1. I thought we voted 4-1 for the meeting to proceed on Feb 17th and the vendors scheduled for presentations. I do not understand what there is to consider but discussion might be great. Under engineering I would like to specifically ask for an input on the just received Key Largo Park drawings, project manual and quantity take-off.

Jerry

************

-----Original Message-----
From: Faith Doyle [mailto:FDoyle@govmserv.com]  
Sent: Friday, February 07, 2003 2:42 PM  
To: Amy Dukes Esq. (E-mail); Andrew M. Tobin Esq. (E-mail); Charles S. Brooks (E-mail); Charles Sweat; Cris BEaty (E-mail); Gary Bauman (E-mail); Jerry Wilkinson (E-mail); Robert Sheets  
Subject: just the agenda!!!!

Importance: High

Please review the attached and per the newly elected procedure, ADVISE ME QUICKLY OF ANY ADDITIONS OR CORRECTIONS!!!!

sorry the minutes aren't done, I will email them later today or tomorrow for your leisure weekend reading!!!

<<KLWTD 2-12 draft agenda.doc>>

Faith Doyle

c/o Government Services Group, Inc.  
614 N. Wymore Road  
Winter Park, FL 32789  
Phone  (407) 629-6900  
Fax  (407) 629-6963
MEMORANDUM

TO: Key Largo Wastewater Treatment District Board Members

FROM: Terry E. Lewis
Amy M. Dukes

DATE: February 4, 2003

SUBJECT: Legal Report – Key Largo Wastewater Treatment District Board Meeting
February 5, 2003

I. TRANSITION INTERLOCAL AGREEMENT

A. We had a productive conference call with the County and FKAA on Thursday, January 30th, regarding assignment of responsibilities regarding this Agreement and our deadlines. We are taking the lead on drafting and coordinating this Agreement. We spent a good portion of the week working on compiling the two drafts (FKAA’s draft and Monroe County’s draft) and drafting our own language. This draft will be distributed to all Board members and the District Manager prior to the February 5th Board meeting for consideration and approval and will be distributed to all parties and involved agencies (Monroe County, FKAA, DEP, DCA, FEMA) on Thursday, February 6th. We also prepared a timeline for preparing and finalizing this Agreement, which must be adhered to by all parties.
if the Agreement is to be approved by the BOCC at their meeting on February 19th. (See Transition Interlocal Agreement timeline).

II. AGREEMENT WITH GARTEK

A. We forwarded a revised draft of the Agreement to Robert Betancourt on Monday, February 03, 2003, with revisions regarding indemnification that we discussed with him. Robert Betancourt responded with two comments, both of which need to be decided by the Board at the February 5th meeting.

1. Gartek suggests that KLWTD should include Gartek under a Liability Umbrella Insurance Policy or Project Insurance Policy that is furnished and paid for by the Board. Our recommendation to the Board is that Gartek should be required to carry its own insurance, just like management, legal, and other consultants that may be hired by the Board in the future. In our experience of representing many special districts, consultants such as Gartek are always required to carry their own insurance as the first line of defense. We suggested that the limits within the Agreement as currently drafted could be amended to match Gartek's liability insurance policy limits. This is still an open issue.

2. We suggested that Gartek should report to the District Manager. Gartek suggested that it report to the Board and the District Manager.

III. TECHNICAL EVALUATION PROPOSAL COMMITTEE RECOMMENDATION

A. As stated in our opinion letter re: Gartek's comments on Boyle's RFP, we recommend that one Board member, the manager, legal counsel and the consulting engineer be appointed to the committee. This is standard procedure. For example, agencies like the South Florida Water Management District utilize their staff members only for evaluation committees.

B. As to whether the Board (without any staff members) could serve as the TEP Committee, this is allowable but not standard practice. In fact, we have never seen it done this way. In general, Boards prefer to have a staff committee narrow the choices to 3 or 4 firms, with plenty of leeway for the Board to apply its discretion to the final decision.
C. We cannot find any law that would prohibit a Board member from talking to an individual staff member who happens to be on the TEP committee about the TEP Committee activities. To be in compliance with the Sunshine Law, TEP Committee members cannot talk among themselves about the selection process outside of a noticed meeting.

IV. PRMG

A. We drafted a contract by and between KLWTD and PRMG, not to exceed $6000, per the Board's direction at the 1-29-03 Board meeting. This draft contract was distributed to all Board members and Robert Sheets for review.

V. LETTER TO COMMISSIONER NELSON RE: MSTU AND FUNDING FY 03 BUDGET

A. We sent out a cover letter to Commissioner Nelson regarding our request for an MSTU with the revised Resolution which included the suggested millage rate of .35, as well as the resolution requesting that the BOCC fund the FY 2003 budget.

VI. SPECIAL ASSESSMENTS (CHAPTER 197)

A. The Board needs to determine whether it intends to pursue special assessments for 2004. If so, we need to pursue agreements now with the Property Appraiser and Tax Collector prior to March 1. If not, we can wait until next fiscal year to pursue this course of action.

TEL/AMD/bt
MEMORANDUM

TO: Robert Sheets
FROM: Dave Refling
SUBJECT: Key Largo Trailer Village RFP
Response to Gartek’s Comments

February 4, 2003

Per the request of GSG and Gartek, the following provides our understanding of the consensus reached in response to Gartek’s comments dated January 29, 2003, which were discussed between the parties in a conference call last Friday.

VOLUME I

1. RE: IN OUR OPINION THE ENGINEER OF RECORD IS THE ONE THAT SHOULD BE RESPONSIBLE FOR AMMENDING THEIR OWN DOCUMENTS AND SHOULD CONSIDER DOING IT BEFORE PROPOSALS ARE RECEIVED BY THE KLWWTD. AS PREVIOUSLY STATED WE RECOMMEND THE KEY LARGO TRAILER VILLAGE PROJECT BE AWARDED BASED ON PURE COST COMPETITION AFTER CONTRACTORS ARE PRE-QUALIFIED SPECIALLY AFTER CONSIDERING THE FAILURE RATE OF THE COST/DESIGN APPROACH IN RECENT ISLAMORADA BIDS. THIS BOARD OR THE PEOPLE OF KEY LARGO DO NOT HAVE THE TIME REQUIRED FOR THE ASSOCIATED LONG AND BURDENSON DESIGN/COST EVALUATION PROCESS GIVEN THE FACT THAT IF HIGH BIDS ARE RECEIVED THERE WILL BE NO PROJECT AWARDED OR TIME FOR RE-BIDS. BID AMOUNTS SUBMITTED BY CONTRACTORS SHOULD BE OPENED AND RECORDED IMMEDIATELY SO THE KLWWTD DOES NOT WASTE ANYTIME IF BIDS ARE HIGH. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

The consensus developed on Friday’s conference call incorporates a two-step evaluation process with technical proposals being received prior to cost proposals being received. Based on GSG’s meeting with FDEP on Feb. 3rd related to grant funding requirements, the preliminary revised schedule is to receive the technical proposal submittals on February 19th, and then receive cost proposal submittals on February 26th. The Evaluation Committee (EC) will begin the technical evaluation on the 19th, and when completed will meet to develop a technical ranking. Cost proposals will then be opened. The EC would then provide separate technical and cost proposal rankings to the KLWWTD Board without making a recommendation. FDEP needs a certification by March 1st that proposals have been received and that the evaluation process has begun. Opening of the cost proposals is not required. This allows more flexibility to the EC so that the technical evaluation is not rushed, particularly due to the agreed upon approach that the EC will be subject to the Sunshine Law and will not be able to discuss the evaluation except in a properly noticed public meeting. Proposed EC members include Charles Sweat, Robert Betancourt, Dave Refling and then one or two Board members: Jerry Wilkinson and/or Charles Brooks.

Re: We recommend that a final decision from the KLWWTD regarding item #1 above be obtained.
Memorandum To: Robert Sheets
Page 2

2. RE: IN OUR OPINION SUBSTITUTIONS OR ALTERNATES SHOULD BE CONSIDERED PRIOR TO AWARDING WORK. THIS WILL EQUATE TO LOWER BID'S PROPOSALS AND BETTER THE CHANCES THE PROJECT HAS TO COME IN UNDER THE AVAILABLE BUDGET. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

The D/B process is open enough that the Contractor's know to use their creativity. We do not recommend any change to this, and do not believe a change would result in lower cost proposals.
Re: We recommend that a final decision from the KLWWTD regarding item #2 above be obtained.

3. RE: WE ARE REQUESTING THAT THE PRE-PURCHASE OF MAJOR EQUIPMENT BE MADE MANDATORY IN THIS RFP. THIS WILL GIVE THE CONTRACTORS A BETTER CHANCE TO SUBMIT EQUIVALENT PROPOSALS AND SAVE THE KLWWTD VALUABLE TIME DURING THE BID EVALUATION PROCESS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We all agree that the KLWWTD Board should accomplish pre-purchase of major equipment. If it is to be included by Contractors in the cost proposal, we need to define what equipment this will be required for. Final design will be completed following award and therefore actual dollar amounts may vary for each Contractor at the time cost proposals are due based on their preliminary equipment selection. In the draft D/B agreement in Volume II, there is very specific language in Article 3.8 that describes how pre-purchase of equipment and materials can be used by KLWWTD to reduce the GMP of the Contractor. Clarifying language could be incorporated by addendum into the Instructions to Proposers paragraph 20 to refer Contractors to Volume II Article 3.8 so they understand that cost savings for this should not be included in their cost proposal. This approach allows the KLWWTD to achieve the cost savings on potentially more equipment and materials than can be identified at this time, if it is determined to be in the KLWWTD's best interest considering all issues.
Re: We recommend Wastewater Treatment Plant, Vacuum Pumps and a predetermined amount of Vacuum Valves (i.e. 50 Valves) be indicated to be pre-purchased by the RFP.

4. WE DISAGREE AND THINK FKAA STILL COULD HAVE LEGAL JURISDICTION SINCE BIDS ARE TO BE DELIVERED TO THEIR OFFICES AS STATED IN LEGAL NOTICE ISSUED TO THE BIDDERS AND/OR IF THE KLWWTD MAY DECIDE TO KEEP THEM ON BOARD ON THIS PROJECT. IF NOT WE THINK BIDS SHOULD BE DIRECTLY SENT AND RECEIVED BY KLWWTD. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We will incorporate any changes as recommended by GSG and Terry Lewis. We do recommend FKAA and Monroe County be contacted to advise them of this change.
Memorandum To: Robert Sheets

Page 3

Re: The recommendation to include both FKAA and County was given during the conference call and letter by LL&W, P.A. dated 1/29/03.

5. WE DISAGREE AND RECOMMEND REFERENCES BE MADE TO HELP CONTRACTORS BETTER PREPARE THEIR SUBMITTALS. IN OUR OPINION MORE REDUNDANCY IN THE DOCUMENTS EQUIATES TO BETTER SUBMITTALS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We can add the September 30, 2005 completion date, but we do not recommend establishing contract time in calendar days. This will be more appropriate when negotiating the agreement with the selected Contractor.

Re: We recommend that a final decision from the KLWWTD regarding item #5 above be obtained.

6. WE DISAGREE AND RECOMMEND REFERENCES BE MADE TO HELP CONTRACTORS BETTER PREPARE THEIR SUBMITTALS. IN OUR OPINION MORE REDUNDANCY IN THE DOCUMENTS EQUIATES TO BETTER SUBMITTALS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We can add the specific dollar amounts already identified in Volume II, Article 6.11, which are $500 for the first 30 days and $1,000 per day thereafter up to a maximum of 120 days. GSG and Terry Lewis need to advise us if the existing amounts are appropriate and if additional reference is needed in the Instructions to Proposers. We do not believe it is necessary to make any revisions.

Re: We recommend that a final decision from the KLWWTD regarding item #6 above be obtained.

7. WE DISAGREE AND RECOMMEND REFERENCES BE MADE TO HELP CONTRACTORS BETTER PREPARE THEIR SUBMITTALS. IN OUR OPINION MORE REDUNDANCY IN THE DOCUMENTS EQUIATES TO BETTER SUBMITTALS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We can add a reference to Volume II, Article 12 and Exhibit M. We do not believe it is necessary to make any revisions.

8. WE ARE REQUESTING THAT SPECIFIC NUMBER OF CALENDAR DAYS BE SPECIFIED IN THIS RFP. THIS WILL GIVE THE CONTRACTORS A BETTER CHANCE TO SUBMIT EQUIVALENT PROPOSALS AND SAVE THE KLWWTD TIME DURING THE BID EVALUATION PROCESS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #5 above. We do not believe it is necessary to make any revisions.
9. A. RE: WE STRONGLY RECOMMEND THAT EXPERIENCE IN THE FLORIDA KEYS BE DELETED OR REDUCED TO A MAXIMUM OF 5 POINTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We have agreed to reduce work experience in the Keys to 10 points.
Re: We recommend that a final decision from the KLWWTD regarding item #9 above be obtained.

B. RE: WE STRONGLY RECOMMEND THAT ALTERNATIVE COLLECTION SYSTEMS OR A COMBINATION GRAVITY VACUUM SYSTEMS BE CONSIDERED. IF FEASIBLE AND COST EFFECTIVE FEMA ENVIRONMENTAL ASSESSMENT PROCESS COULD BE RECONSIDER/REVISIT LEGALLY, SPECIALLY IF IT WILL HAVE NO EFFECT ON THE FINAL FEMA GOAL AND WILL MAKE AT THE SAME TIME THE MANDATED CENTRAL SEWER SYSTEM AFFORDABLE FOR THE PEOPLE OF KEY LARGO. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We will add clarifying language to allow combination gravity/vacuum sewer systems.

C. RE: IN OUR OPINION PROVIDING POINTS TO FAVOR CONTRACTORS THAT WILL OFFER THE LEAST OPERATING COST AND MAINTENANCE COST OF THE TWO (2) APPROVED WASTEWATER SYSTEMS SHOULD BE CONSIDERED PRIOR TO AWARDING WORK. THIS WILL PROVIDE AN INCENTIVE FOR CONTRACTORS TO SUBMIT MORE AFFORDABLE SEWER SYSTEMS FOR THE PEOPLE OF KEY LARGO. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We are already requesting significant detail on the system to be provided. We will add operating costs to the item requesting information on a similar system utilizing the treatment technology proposed.
Re: We recommend that a final decision from the KLWWTD regarding item #9C above be obtained.

D. RE: WE DISAGREE. THERE ARE WASTEWATER PLANT MANUFACTURERS THAT ARE WILLING TO CERTIFY AND ODORLESS WASTEWATER TREATMENT PLANT IN WRITING. POINTS SHOULD BE AWARDED TO CONTRACTORS THAT WILL SUBMIT ODORLESS PLANTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We do not believe it is appropriate to request such a certification. We do request information on odor control measures that will be provided.
Re: We recommend that a final decision from the KLWWTD regarding item #9D above be obtained.

E. RE: IN OUR OPINION PROVIDING POINTS TO FAVOR CONTRACTORS THAT WILL OFFER A LOWER FOOTPRINT PLANT SIZE, LOWER INITIAL COST, AND HIGHEST FLEXIBILITY OF THE TWO (2) APPROVED WASTEWATER SYSTEMS SHOULD BE CONSIDERED PRIOR TO AWARDING WORK. THIS WILL PROVIDE AN INCENTIVE FOR CONTRACTORS TO SUBMIT
MORE AFFORDABLE SEWER SYSTEMS FOR THE PEOPLE OF KEY LARGO. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We are requesting information concerning footprint and plan and section views. We believe this is adequate, since Contractors will be well aware of the ranking procedure prior to proposal due dates.

Re: We recommend that a final decision from the KLWWTD regarding item #9E above be obtained.

F. RE: IN OUR OPINION PROVIDING POINTS TO FAVOR CONTRACTORS THAT WILL OFFER A PROCESS THAT COULD LOWER THE COST ASSOCIATED WITH HAULING AND REMOVING THE SLUDGE WASTE OF THE TWO (2) APPROVED WASTEWATER SYSTEMS SHOULD BE CONSIDERED PRIOR TO AWARDING WORK. THIS WILL PROVIDE AN INCENTIVE FOR CONTRACTORS TO SUBMIT MORE AFFORDABLE SEWER SYSTEMS FOR THE PEOPLE OF KEY LARGO. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We are requesting information concerning residuals with associated points.

Re: We recommend that a final decision from the KLWWTD regarding item #9F above be obtained.

G. RE: IN OUR OPINION THIS INFORMATION REQUEST COULD MAKE IT HARDER AND POSSIBLY SCARE AWAY CONTRACTORS THAT HAVE EXPERIENCE IN THE INSTALLATION OF SYSTEMS SMALLER THAN SIZE SPECIFIED ON RFP AND SHOULD BE CHANGED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We will eliminate the 100,000 gpd minimum size requirement.

H. RE: IN OUR OPINION THIS INFORMATION REQUEST COULD MAKE IT HARDER AND POSSIBLY SCARE AWAY CONTRACTORS THAT HAVE NO EXPERIENCE IN THE INSTALLATION OF SEWER VACUUM SYSTEMS (AND THERE ARE VERY FEW THAT CAN SHOW THIS EXPERIENCE) TO SUBMIT PROPOSALS AND SHOULD BE CHANGED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We agreed to leave this in. It is only an information request and it is important information to know.

10. RE: WE THINK IT IS UNNECESSARY AND CONFUSING TO DUPLICATE THE SERVICES THE BOARD WAS ELECTED TO PROVIDE. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please see response to comment #1.
Memorandum To: Robert Sheets
Page 6

Re: We recommend that a final decision from the KLWWTD regarding item #1 & #10 above be obtained

10. RE: WE THINK IT IS VERY IMPORTANT THAT THE BOARD BE ABLE TO COMPARE UNIT PRICES FROM ALL THE CONTRACTORS SUBMITTING BIDS AND WE DO NOT CONSIDER UNIT PRICES TO BE A BURDEN TO THE BOARD ON THE CONTRARY IT WOULD BE A TREMENDOUS HELP TO THE BOARD AND WILL PROTECT THE PEOPLE OF KEY LARGO AGAINST UNFAIR AND OVERPRICED CHANGE ORDERS AFTER THE CONTRACT IS AWARDED PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We will clarify the existing language so that Contractor's understand how much detail is necessary, since it already indicates that unit prices are required as an attachment to the cost proposal.

11. RE: WE DISAGREE. IF ALTERNATIVE COLLECTION SYSTEMS ARE FEASIBLE AND COST EFFECTIVE PART (b) FEMA ENVIRONMENTAL ASSESSMENT PROCESS FOR VACUUM TECHNOLOGY COULD BE RECONSIDER/REVISIT LEGALLY, SPECIALLY IF IT WILL HAVE NO EFFECT ON THE FINAL FEMA GOAL AND WILL MAKE AT THE SAME TIME THE MANDATED CENTRAL SEWER SYSTEM AFFORDABLE FOR THE PEOPLE OF KEY LARGO. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to response to comment # 9B.

12. RE: PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL INCLUDE THE PDR VIA ADDENDA.

PDR has been made available to all RFP holders.
Re: Please, confirm if PDR was made available via Addendum to each bidder.

13. RE: IN OUR OPINION THIS INFORMATION REQUEST COULD MAKE IT HARDER FOR CONTRACTORS THAT HAVE EXPERIENCE ON INSTALLATION OF SYSTEMS SMALLER THAN SIZE REQUESTED ON RFP TO SUBMITT PROPOSALS AND SHOULD BE CHANGED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #9G above.

14. RE: IN OUR OPINION THIS INFORMATION REQUEST COULD MAKE IT HARDER FOR CONTRACTORS THAT HAVE NO EXPERIENCE IN THE INSTALLATION OF SEWER VACUUM SYSTEMS (AND THERE ARE VERY FEW THAT CAN SHOW THIS EXPERIENCE) TO SUBMIT PROPOSALS AND SHOULD BE CHANGED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.
Memorandum To: Robert Sheets

Page 7

Please refer to previous response to comment #9H above.

15. RE: IN OUR OPINION THIS INFORMATION REQUEST COULD MAKE IT HARDER FOR CONTRACTORS THAT HAVE EXPERIENCE IN THE INSTALLATION OF SYSTEMS SMALLER THAN SIZE REQUESTED ON RFP TO SUBMIT PROPOSALS AND SHOULD BE CHANGED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #9G above.

16. RE: WE DISAGREE AND THINK FKAA STILL COULD HAVE LEGAL JURISDICTION SINCE BIDS ARE TO BE DELIVERED TO THEIR OFFICES AS STATED IN LEGAL NOTICE ISSUED TO THE BIDDERS AND/OR IF THE KLWWTD MAY DECIDE TO KEEP THEM ON BOARD ON THIS PROJECT. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #4.

Re: The recommendation to include both FKAA and County was given during the conference call and letter by LL&W, P.A. dated 1/29/03.

17. RE: WE THINK IT IS VERY IMPORTANT THAT THE BOARD BE ABLE TO COMPARE UNIT PRICES FROM ALL THE CONTRACTORS SUBMITTING BIDS AND WE DO NOT CONSIDER UNIT PRICES TO BE A BURDEN TO THE BOARD ON THE CONTRARY IT WOULD BE A TREMENDOUS HELP TO THE BOARD AND WILL PROTECT THE PEOPLE OF KEY LARGO AGAINST UNFAIR AND OVERPRICED CHANGE ORDERS AFTER THE CONTRACT IS AWARDED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #10.

VOLUME II

18. RE: PLEASE CONSIDER DELETING PARAGRAPH 3.10 WOMAN AND MINORITY BUSINESS ENTERPRISE UTILIZATION IF IT IS NOT REQUIRED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.
It was agreed to confirm that there are no M/WBE requirements related to grant eligibility. If not, the addendum will include language to be provided by GSG and Terry Lewis as approved by the KLWWTD.

19. RE: PLEASE COSIDER MAKING A MANDATORY REQUIREMENT THAT CONTRACTOR WILL MAKE AVAILABLE THE RECORD SET PRIOR TO PAYMENT REQUISITION APPROVAL BY THE KLWWTD. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

It was agreed to incorporate language to this effect.

20. RE: WE DISAGREE: Please consider indicating the Flow requirements for this Project as well as specific size and capacity of the Wastewater Treatment Plant. Also provide the Ultimate design capacity for the Wastewater Treatment Plant on this Site. It is recommended that the Plant will be installed in modules, and that the module sizes correspond to an efficient distribution for future growth. Also is cost effective to plan now for the future "foot-print "area of the actual structural base and layout that will be required to house the Ultimate Treatment Plant size on this Site, in our opinion planning in this phase could save Tax payers a lot of money in future Plant expansions. We also recommend that Performance Standards include a certification from the Wastewater Treatment Plant manufacturer guaranteeing in writing that the Effluent criteria of 5/5/3/1 will be maintained for the operational life of the system. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

These issues are addressed in the PDR.

21. RE: NO COMMENTS

The requirement to provide 40-hours of training to KLWWTD personnel or their assignees will be added to Exhibit E (Acceptance Testing).

22. RE: NO COMMENTS

The reference to the “City of Marathon” will be deleted.

23. RE: NO COMMENTS

The statement will be changed to read as recommended by Gartek, but only if requested by GSG and Terry Lewis. It has been determined that the existing language is legally acceptable to the KLWWTD.

Re: We recommend that a final decision from the KLWWTD regarding item #23 above be obtained.
Memorandum To: Robert Sheets
Page 9

VOLUME III

24. RE: PLEASE INDICATE IF THE PDR WILL BE ISSUED VIA ADDENDA.

The PDR is a referenced document in the RFP. A copy has been made available to all RFP holders.
Re: Please, confirm if PDR was made available via Addendum to each bidder.

25. RE: WE DISAGREE. IN OUR OPINION PROVIDING AN OUTLINE SPECIFICATION FOR ALL DISCIPLINES INVOLVED IS NECESSARY TO OBTAIN GOOD BID RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

This level of detail is the responsibility of the selected design-build firm. We do not believe this will help improve cost proposals.

26. RE: WE DISAGREE. IN OUR OPINION DEFINING THE AIR CONDITIONING SYSTEM INVOLVED IS NECESSARY TO OBTAIN GOOD BID RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

This level of detail is the responsibility of the selected design-build firm. The Contractor is responsible for obtaining all building permits and meeting applicable codes.

27. RE: WE DISAGREE. IN OUR OPINION DEFINING THE FIRE SPRINKLER SYSTEM INVOLVED IS NECESSARY TO OBTAIN GOOD BID RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

This level of detail is the responsibility of the selected design-build firm. The Contractor is responsible for obtaining all building permits and meeting applicable codes.

28. RE: PLEASE CLARIFY IF EMERGENCY POWER WILL BE REQUIRED FOR EVERY SYSTEM (I.E. VACUUM PUMPS, FANS, AIR CONDITIONING EQUIPMENT, ETC.) IN OUR OPINION DEFINING WHAT WILL BE CONNECTED TO THE EMERGENCY POWER SYSTEM IS NECESSARY TO OBTAIN GOOD BID’S RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.
Contractors are aware of standby power requirements based on their knowledge of FDEP permits that they will be required to obtain.

29. RE: WE DISAGREE. IN OUR OPINION DEFINING WHAT SYSTEMS WILL REQUIRE TO BE CONNECTED TO U.P.S. IS NECESSARY TO OBTAIN GOOD BID'S RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

This level of detail is the responsibility of the selected design-build firm. The description provided in Section J describes adequately what controls will require UPS.

30. RE: WE DISAGREE. IN OUR OPINION DEFINING THE CONTROL SYSTEM EXPECTED OR REQUIRED IS NECESSARY TO OBTAIN GOOD BID'S RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We agree with FKAA that a central computer control station is not required and is considered an unnecessary expense at this time. Such a system can be added in the future when the treatment plant is expanded to a capacity that requires operator staffing at least 16 hours per day pursuant to FDEP regulations.

31. RE: PLEASE CONSIDER NAMING TWO (2) VACUUM SYSTEMS MANUFACTURERS AS ACCEPTABLE EQUALS. IN OUR OPINION THIS IS NECESSARY FOR A COMPETITIVE BID PROCESS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Two manufacturers are named in Volume III, Section R.

Re: We can not find the two manufacturers referenced in Volume III, Section R. We strongly recommend AIRVAC and ROEVAC are named as equal. Otherwise it could be considered a proprietary RFP that will equate to higher prices.

32. RE: PLEASE VERIFY WITH KLWWTD FIRST TO MAKE SURE THEY ARE GOING TO ASSUME THE RESPONSIBILITY AND ASSOCIATED LIABILITIES INVOLVED WITH MAKING SURE THAT THE PROPERTY OWNER WILL PROVIDE THE LATERAL CONNECTIONS IN TIME AS TO NOT TO INTERFERE WITH CONTRACTOR'S CONSTRUCTION SCHEDULES AND IMPOSE LIQUIDATED DAMAGES. ALSO PLEASE PROVIDE ANY IDEAS AS TO HOW THIS COULD BE ENFORCED.

The reference to FKAA will be changed to KLWWTD (paragraph B.3, Page P-6), subject to approval by KLWWTD. Enforcing property owner connections to the wastewater system will be the joint responsibility of the KLWWTD and Monroe.
Memorandum To: Robert Sheets
Page 11

County. Implementation procedures will need to be developed by the KLWWTD Manager.

Re: Please obtain a final decision from the KLWWTD regarding item #32 above.

33. RE: WE RECOMMEND STANDARD AIA PAYMENT AND CERTIFICATIONS FORMS BE INCLUDED AS A REQUIREMENT OF THIS RFP VIA ADDENDA. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

There are other acceptable pay request forms that may be considered for use by the KLWWTD Manager. We do not believe there is a need to identify a specific form at this time.

Re: Please obtain a final decision from the KLWWTD regarding item #33 above.

34. RE: WE THINK IT IS VERY IMPORTANT THAT THE BOARD BE ABLE TO COMPARE UNIT PRICES FROM ALL THE CONTRACTORS SUBMITTING BIDS AND WE DO NOT CONSIDER UNIT PRICES TO BE A BURDEN TO THE BOARD ON THE CONTRARY IT WOULD BE A TREMENDOUS HELP TO THE BOARD AND WILL PROTECT THE PEOPLE OF KEY LARGO AGAINST UNFAIR AND OVERPRICED CHANGE ORDERS AFTER THE CONTRACT IS AWARDED. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Please refer to previous response to comment #10.

35. RE: NO COMMENTS

The requested change to reference the Florida Building Code will be made.

36. RE: PLEASE INDICATE IF THE RFP WILL BE CORRECTED VIA ADDENDA ON SECTION P, PAGE #38 AND #39 PARAGRAPH 2.8 WHERE THE CONTRARY TO THE STATEMENT ABOVE IS STATED.

This will be changed by addendum to require Contractor to be responsible for temporary water service.

37. RE: IN OUR EXPERIENCE IF THE CONTRACTOR IS NOT SPECIFICALLY MANDATED OR REFERED TO SPECIFIC STANDARDS AND REGULATIONS OR INDUSTRY STANDARD NOISE CRITERIA LEVELS EXPECTED BEFORE CONTRACT IS AWARDED THIS ISSUE COULD BE OVERLOOKED AND SUBJECT TO A CHANGE ORDER. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Gartek will identify preferred noise criteria for approval by KLWWTD Manager.
Re: Noise criteria should be researched and identified by Boyle Engineering Corp.
38. RE: Design Criteria Package: Section P, Page #P-69 Testing Piping Systems: Please consider including that all piping test shall be witness by City Inspectors and KLWWTD Engineers. Testing should be sectionalized and progressive through the installation of the piping systems. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

This requirement is already adequately stated in the RFP.
Re: Please indicate Volume # and Page # where it is stated.

39. RE: WE DISAGREE. IN OUR OPINION DEFINING THE WASTEWATER TREATMENT SYSTEMS EXPECTED OR REQUIRED AND INCLUDING MANUFACTURER’S NAMES AND TELEPHONE NUMBERS IS NECESSARY TO OBTAIN GOOD BID’S RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

We believe the references of SBR and USBF provide Contractors with adequate information.
Re: We recommend that a final decision from the KLWWTD regarding item #39 above be obtained.

40. RE: NO COMMENTS

The specified acreage of the site will be corrected to 2.17 acres.

41. RE: PLEASE INDICATE IF RFP WILL BE CLARIFIED VIA ADDENDA AS PREVIOUSLY REQUESTED.

Clarifications will be made as necessary by addendum.

VOLUME IV

42. RE: NO COMMENTS.

43. RE: NO COMMENTS.

44. RE: WE DISAGREE. IN OUR OPINION IF MORE INFORMATION IS MADE AVAILABLE TO THE CONTRACTORS IN THIS RFP WILL EQUATE TO MORE ACCURATE AND LOWER BID RESULTS. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.
Memorandum To: Robert Sheets
Page 13

We concur with FKAA that this level of detail will need to be developed by the Contractor during the design phase of the project, and will be reviewed by the KLWWTD manager/consultants.

Re: We recommend that a final decision from the KLWWTD regarding item #44 above be obtained.

45. RE: IN OUR OPINION A FINAL SET (NOT STAMPED PRELIMINARY) SHOULD BE MADE AVAILABLE TO CONTRACTORS THAT WILL BE TRENCHING, DIGGING AND INSTALLING SEWER LINES THAT ARE MANDATED BY CODE TO BE A MINIMUM DISTANCE FROM WATER DISTRIBUTION LINES. PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

FKAA has indicated that the water distribution system maps provided are the only maps available.
Re: In Our opinion the Preliminary stamp should then be deleted.

46. RE: PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL COMPLY WITH THIS REQUEST VIA ADDENDA.

Boyle will endeavor to make available larger scale survey drawings.

47. RE: PLEASE INDICATE IF BOYLE ENGINEERING CORP. WILL INCLUDE THE PDR VIA ADDENDA.

Please refer to previous response to comment #12.
Re: Please, confirm if PDR was made available via Addendum to each bidder.
Key Largo Wastewater Treatment District
Board of Commissioners Meeting Agenda
4:00 PM Wednesday, February 5, 2003
Key Largo Civic Club
209 Ocean Bay Drive
Key Largo, Monroe County, Florida

A. Open Public Hearing to consider adoption of Resolution approving the use of FKAA non-rule policies
   1. Public Comments
   2. Board Discussion
   3. Action on Resolution
   4. Close Public Hearing

B. Call to Order – KLWTD Regular Meeting

C. Pledge of Allegiance

D. Additions, Deletions or Corrections to the Agenda


F. General Manager Report
   1. Discussion and update of the Critical Events Master Schedule for DEP Agreement No. LP0338
   2. Discussion and consideration of appointing technical committee to evaluate RFPs
   3. Discussion and consideration of procuring insurance coverage for the KLWTD

G. Legal Counsel Report

H. Engineering Report

I. Committee Reports

J. Action Items
   1. Discussion and consideration of policy and procedure for simple contracts
   2. Approval of Professional Consultant Services Agreement by and between KLWTD and Government Services Group, Inc.
   3. Approval of Professional Engineering Consultant Services Agreement by and between KLWTD and Gartek Engineering Corporation
   4. Approval of Resolution appointing PRMG as the KLWTD’s rate consultant
      a. Public Comment
5. Approval of Resolution adopting an Expenditure Policy
   a. Public Comment

Meeting Adjournment
RESOLUTION 2003-__

A RESOLUTION APPROVING THE KEY LARGO WASTEWATER TREATMENT DISTRICT's USE OF THE FLORIDA KEYS AQUEDUCT AUTHORITY ("FKAA") RULES AND REGULATIONS AS NON-RULE POLICY

WHENAS, Key Largo Wastewater Treatment District intends to use and apply applicable FKAA Rules and Regulations as District policy for Wastewater and Reclaimed Water regulation until such time as the District adopts its own policies;

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

Pursuant to Chapter 189 and 120, Florida Statutes,

1. The Key Largo Wastewater Treatment District is authorized to utilize non-rule policies to regulate Wastewater and Reclaimed Water projects and activities until such time as the District adopts its own rules.

2. The District Board hereby adopts the FKAA Rules and Regulations regarding Wastewater and Reclaimed Water as District policy as of February 5, 2003, the date this Resolution is passed and adopted.

3. The District will utilize the FKAA Rules and Regulations attached and incorporated herein as Exhibit A as District policy governing the administration of revenues, projects and activities until District rules are adopted pursuant to Chapter 120, Florida Statutes.

PASSED AND ADOPTED this ______ day of January, 2003.

FAILED this ______ day of January, 2003.

KEY LARGO WASTEWATER TREATMENT DISTRICT GOVERNING BOARD

______________________________
Chair, Key Largo Wastewater Treatment District

______________________________
Secretary
Key Largo Wastewater Treatment District
Board of Commissioners Meeting Minutes
4:00 PM Wednesday, January 29, 2003
Key Largo Civic Club
209 Ocean Bay Drive
Key Largo, Monroe County, Florida

Commissioners Present

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

Staff Present

Charles L. Sweat, Director of Operations
Amy Dukes, Legal Counsel
Faith Doyle, Clerk to the Board

Guests Present

Charles Fishburn, GARTEK Engineering
Ed Goscicki, ST-AUS
Steve Gibbs, Reporter, Free Press
Douglas H. Eckmann, Boyle Engineering
Fred Mittl, Boyle Engineering
Burk Cannon, KLFHA

A. Call to Order

Chairman Tobin called the meeting to order at 4:00 PM.

B. Pledge of Allegiance

The pledge of allegiance was recited.

C. District Manager Report

The Board requested that agreement be revised to not exceed $6,000.00. Staff was requested to present comparative quotes for this type of service. The Board requested that it be addressed as an action item on the February 5, 2003 agenda. Mr. Sweat stated that the information to be provided by a rate consultant is required documentation for the DEP agreement and the PRMG is uniquely qualified for this task due to their extensive work history in the State of Florida. **Commissioner Brooks made a motion to approve the agreement in concept and to have Legal Counsel redraft the agreement in resolution form changing the not to exceed amount from $15,000 to $6,000 for the Boards consideration at the February 5, 2003 meeting. Commissioner Bauman seconded the motion. Chairman Tobin asked for public comment on the motion and hearing none called for a vote. All were in favor and the motion was unanimously approved.**

2. Presentation of the revised Master Schedule.

Mr. Charles L. Sweat, Government Services Group, Inc. ("GSG") stated that either he or Robert Sheets would be available for every meeting of the KLWTD.

Mr. Sweat reported that 20 people were in attendance at the for the Key Largo Park construction project.

Mr. Sweat stated that during the Monday January 27, 2003 meeting with Boyle Engineering that the final plans will be to the Manager and GARTEK for review by Monday February 3, 2003. GARTEK will be able to review the plans in time to issue any addenda that are deemed necessary.

Commissioner Wilkinson requested that the T.E.P. process as indicated on the Critical Events Master Schedule be more detailed and in completion date order.

Commissioner Brooks reported that he was in attendance at a meeting with Monroe County, staff and FKAA representatives. The County expressed their desire to have the MSTU Resolution include a millage rate. It was requested that the MSTU resolution (2003-4) and the resolution requesting the County to fund the FY2003 operating budget (2003-8) be presented at the BOC meeting to be held at the Key Largo Public Library on 2/19/03. At this meeting FKAA representative Feldman stated that on KLWTD's behalf the state attorney's office would be contacted on the use of MSTU and 304 funds
for administration costs. Commissioner Brooks noted that once the MSTU mileage rate is set it can be reduced if necessary but not increased.

D. Legal Counsel Report

Amy Dukes stated that per the District Manager, Robert Sheets the MSTU mileage rate should be set at not to exceed .35 mills. Ms. Dukes will draft a letter to Commissioner Nelson of Monroe County with the suggested millage rate and the Resolution 2003-4 requesting an MSTU. The amount of revenue that would be generated by collecting .35 mills is approximately $600,000.

1. Discussion of Transition Interlocal Agreement between K LWTD, FKAA and Monroe County.

A conference call will be held with the County, FKAA and staff to discuss the Interlocal Agreement on February 1, 2003. It is Legal Counsel’s opinion with the unique nature of the relationship between the three entities the agreement should not be drafted from a template because of the succinct duties required of each. The Board requested that Ms. Dukes take the lead on drafting the agreement with input from the County and FKAA.

Other legal counsel issues:

A contract with GARTEK has been forwarded to the Manager for review. A change was requested to have GARTEK report to the District Manager. The contract has been forwarded to GARTEK for signature. The contract was tabled and moved to the February 5, 2003 meeting agenda for consideration.

The Board discussed the need to have the contract reviewed by the Board again after revisions and signatures are received. The Board requested the Manager to draft a policy and procedure for drafting and approving simple contracts to be acted on by the Board. It was suggested that the procedure include a minimum contract amount that if exceeded would require the contract to be approved by the Board.

Legal Counsel stated in reference to the adoption of the FKAA Rules and Regulation as non-rule policy that the applicable sections would be pulled for use by the KLWTD and forwarded to the Board for review.

Resolution 2003-7 approving the FY2003 proposed budget that was adopted by the Board on January 22, 2003 required a minor revision. Legal Counsel requested that Board consider the corrected resolution.
E. Engineering Report

Mr. Douglas Eckmann from Boyle Engineering stated the presently they are under contract with FKAA to work on the K LWTD projects. The Key Largo Park plans are to be completed by January 31, 2003 and forwarded to KLWTD staff by Monday February 3, 2003 adding that any changes needed could be addressed by addendum prior to the bid date.

Mr. Eckmann stated that the pre-bid meeting was well attended. Boyle anticipated issuing an addendum that would fine-tune the ranking and selection process. After discussion the Board requested the Manager suggest a procedure for appointing the technical committee to consider the RFP’s. The District Manager will coordinate approval of any addendums issued. It was suggested an addendum be issued giving an additional week for technical proposals to be submitted and two additional weeks for price proposals. The Director of Operations stated that a meeting would be arranged with the engineers to resolve these issues as soon as possible. Chairman Tobin requested that the legality of separating the technical and price portions of the proposal and be verified by FDEP. It was noted that the technical committee meeting would be a publicly noticed meeting. The Board requested that the Manager present suggestions for appointing the technical committee and an outline of its duties for the Board’s consideration at the February 5, 2003 meeting.


Approval of the minutes was tabled until the February 5, 2003 meeting.

G. Commissioners Reports

1. Consideration of adopting an expenditure policy.

The item was tabled until the February 5, 2003 meeting.

2. Approval of Gartek contract for specified services (Total $20,000.00)

The item was addressed under Legal Counsel Report and tabled until the February 5, 2003 meeting.

3. Approval of Lewis, Longman and Walker, PA invoice for services through December 31, 2002 (Total $9,400.00)

The item was tabled until the February 5, 2003 meeting.
H. Action Items

1. Approval of Resolution 2003-8 Requesting the Monroe County Board of
   County Commissioners to Fund the District's fiscal year 2003 Budget
   through Legally Available Funds

Commissioner Beaty motioned to approve Resolution 2003-8 for
discussion. Commissioner Beaty asked if the loan agreement for the
BOCC addressed payments. Commissioner Bauman stated that no
payment is required in FY2003. Chairman Tobin asked if there were
any further comments from the Board or any public comment on the
motion. Hearing none, Chairman Tobin called for a vote. All were in
favor and the item was unanimously approved.

Commissioner Beaty made a motion to approve the corrected
resolution 2003-7 removing the public hearing section. Legal Counsel
stated that the noticed public hearing had been held on January 22,
2003. Commissioner Brooks seconded the motion. Chairman Tobin
asked for further comments from the Board and if there was any
public comments. Hearing none, all voted in favor and the item was
unanimously approved.

Commissioner Wilkinson requested a discussion on the status of DEP Agreement No.
LP0338. Mr. Sweat stated that the items required in the agreement are detailed on the
Critical Events Master Schedule. Ms. Dukes stated that the Manager, Robert Sheets
has been in contact with Dick Smith of the DEP to insure all component parts are
assembled by the March 1, 2003 deadline and that the agreement is presently between
the FKAA and the DEP that is why it is imperative to have the new Interlocal Transition
Agreement approved as soon as possible. Commissioner Wilkinson requested that the
items be considered for action at the February 5, 2003 meeting.

Commissioner Brooks made a motion to amend Resolution 2003-4
requesting Monroe County to initiate a MSTU to include a rate not to
exceed .35 mills. Commissioner Beaty seconded the motion for
discussion. Commissioner Brooks stated that in the recent meeting
with the County they suggested that the inclusion of the millage rate
would insure its passage and motivate the County to consider
funding the K LWTD FY2003 operating budget from 304 funds.
Discussion ensued. Commissioner Brooks stated that the MSTU could be abandoned if revenue-producing projects come on line to fund operations within the four years the MSTU will be in affect. Commissioner Wilkinson stated he does not favor the resolution in its present form and believes it should offer alternatives to use infrastructure taxes that have already been collected. Chairman Tobin then asked for public comment. Mr. Steve Gibbs stated that being that the votes defeated a referendum on the issue that the KLWTD would be better off to let the County set a rate. Mr. Burke Cannon stated that County has invested funds in this project and in his opinion would not let it fail. With no further comments the vote was as follows:

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>Vote</th>
</tr>
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<tbody>
<tr>
<td>Bauman</td>
<td>yes</td>
</tr>
<tr>
<td>Beaty</td>
<td>yes</td>
</tr>
<tr>
<td>Brooks</td>
<td>yes</td>
</tr>
<tr>
<td>Wilkinson</td>
<td>no</td>
</tr>
<tr>
<td>Tobin</td>
<td>yes</td>
</tr>
</tbody>
</table>

The amended resolution was approved.

Commissioner Brooks requested members of the KLWTD staff be present at the Monroe County BOCC meeting to be held at the Key Largo Public Library on February 19, 2003 to present the amended Resolution 2003-4 and Resolution 2003-8 and to be present for any discussion on the transitional agreement. Commissioner Brooks noted that there is a conflict between this meeting and the publicly noticed KLWTD Board Meeting. The Board will consider the need to hold the February 19, 2003 meeting and act upon noticing the cancellation it as soon as possible.

Commissioner Wilkinson stated that as chair of the technical committee it is imperative that an addendum be issued clarifying the RFP evaluation criteria. The Commissioner believes that assigning points would be arbitrary. The Commissioner requested information on what the legal limits are on how far the scope of work can be changed without rebidding the project if the bids come in over budget. Mr. Sweat, Director of Operations stated that for the next meeting these issues will be discussed with the engineer and alternatives will be offered to the Board.

I. Meeting Adjournment
Chairman Tobin adjourned the meeting at 7:00 P.M.
MEMORANDUM

TO: Key Largo Wastewater Treatment District Board Members
Charles Sweat
Faith Doyle
Amy Dukes
Terry Lewis

FROM: Robert E. Sheets, General Manager

DATE: February 4, 2003

RE: Summary of Meeting with Dick Smith of FDEP

I had the opportunity to meet with Richard Smith of FDEP on Monday February 3, 2003 at 11:30 a.m. The purpose of this meeting was to go over the ten items identified in the Grant Agreement that must be accomplished prior to March 1, 2003. During this discussion, Dick provided me with additional information that proved helpful in the final clarification of the level of effort required to complete these items. Summary provided below:

1. CREATION OF A REVENUE GENERATION SYSTEM. I have forwarded to all of you a copy of Dick’s email to me from February 3, 2003 where he articulates his level of expectation as to the certainty expressed, in any revenue generation system that we have created. I will be working with Terry Lewis and, if approved by the Board, PRMG to complete this financial analysis which must include all the costs and revenue associated with the Key Largo Park and the Key Largo Trailer Village as well as anticipated revenue stream over the next five years necessary to cover administration, operations and maintenance of the District’s facilities. He was specific in saying that the Board simply cannot provide FDEP with a list of alternatives that we “may” choose from, but must provide a commitment to a certain plan. He understands that, in the future, that plan can be amended or modified.

2. ESTABLISHMENT OF AN IMPLEMENTATION PLAN FOR COMPLETING WORK ON PRIVATE PROPERTY. Dick’s expectations are that a sufficient enough description as to the District’s plan and
approach to insuring that private property owners will remove their existing septic systems or cesspools is provided. This plan must include an estimation of cost for removal, a method by which the District will provide financial incentives or assistance for all property owners including low income, and a schedule showing the number of connections necessary prior to plant startup for both Key Largo Park and Key Largo Trailer Village.

3. **ESTABLISHMENT OF REQUIREMENTS FOR CONNECTION.** Item number 3 goes hand and hand with item number 2, without the enforcement mechanism, it is unlikely that the individual property owners will connect to the system. Dick will accept as certification the adoption of the County’s ordinance requiring mandatory hookup. He also understands that since the District does not possess police powers, that the County will be the ultimate enforcement arm of this resolution.

4. **CERTIFICATION AVAILABILITY OF THE LOCAL SHARE OF THE COST TO COMPLETE THE WASTEWATER MANAGEMENT PROJECT.** This will be satisfied if the inter-local agreement has been executed prior to the March 1, 2003 deadline. That will identify and secure the necessary local match funding to complete these projects and fund the operations and administration of the District. If for whatever reason the inter-local agreement is not executed prior to March 1, 2003, he will expect certification documents from both our Chairman and a senior representative from the County that will attest to the fact that these funds will be available.

5. **PROCUREMENT OF SERVICES.** Utility Engineers, Legal, Financial, Administrative, etc. Will be satisfied by citing the dates and the times by which these services have been procured.

6. **SUBMITTAL OF PROJECT SCHEDULE FOR POST MARCH 1, 2003 ITEMS.** This information is being developed now and based on preliminary review by Dick Smith, has not raised any serious questions at this time.

7. **CERTIFICATION OF AVAILABILITY OF TREATMENT PLANT SITE.** Again, the inter-local agreement will satisfy this requirement in that it expresses the intent of the County to convey the property to the District.

8. **RECEIPT OF KEY LARGO TRAILER VILLAGE DESIGN AND BUILDING PROPOSALS.** Dick has said that as long as we certify that we have received the proposals and have begun the evaluation process prior to March 1, this will be satisfied.
9. **CERTIFICATION OF RECEIPT KEY LARGO PARK CONSTRUCTION BIDS.** Again, certification that these bids have been received and opened prior to March 1, 2003 will satisfy this deadline.

Dick was also very clear in that he expected to start seeing this information prior to the March 1, 2003 deadline, so that he can review and ascertain the thoroughness and detail provided. Based on that, I have made a commitment to Dick to provide him with the bulk of the information by the 19th or 21st of February. This information will be complete with the exception of the receipt of the bids and the public meetings that must occur prior to the March 1 deadline. To accomplish this, we will need to complete the financing, the revenue sources and projected capital and operating costs of the system and will have identified the funding mechanism. I believe that if the inter-local agreement can be executed on the 19th, this will provide the impudence for most of the information Dick will be looking for to assure him that the financial commitments of the District are in place to insure it’s long-term survivability.

I will keep the Board posted, as this information is prepared.
If my understanding of the Resolutions is correct, until the “transition” to the Governing Board has been accomplished, FKA is responsible for project documentation and to negotiate the grant agreement.

STATE FINANCIAL ASSISTANCE AGREEMENT
KEY LARGO WASTEWATER TREATMENT DISTRICT
DEP AGREEMENT NO. LP0338

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO SPECIFIC APPROPRIATION 1765A OF THE 2002-2003 GENERAL APPROPRIATIONS ACT (CHAPTER 2002-334, LAWS OF FLORIDA)

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, Tallahassee, Florida 32399 (hereinafter referred to as the “Department”) and the Key Largo Wastewater Treatment District, whose address is XXXXX (hereinafter referred to as “Grantee” or “Recipient”), existing as a local government agency under the laws of the State of Florida, to provide funds for a wastewater collection system to serve Key Largo Park Subdivision.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. The Grantee agrees that it shall, no later than March 1, 2003, complete the following activities as set forth in Attachment A: Certification of project site availability; evaluation of construction bids; and creation of a revenue generation system complete with certification of local funds availability as well as establishment of user charges, fees and assessments. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient", and "Contractor" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than March 31, 2003 unless the Project Schedule outlined in Section C of Attachment A is met and the Agreement is amended. The Grantee shall not be eligible for reimbursement for work performed unless the Project Schedule is met but in no event shall reimbursement for any work performed prior to the execution date of this Agreement be eligible. This Agreement shall be amended to provide for disbursement of grant funds identified herein provided that all terms and conditions of this Agreement, including compliance with the Project Schedule, are met and construction of the Project will result. This Agreement may be amended one or more times to provide for disbursements for any portion of the Scope of the Project Work outlined in Section B of Attachment A. However all such amendments must be issued before March 31, 2003.

3. In the event that the Agreement is amended as provided in paragraph 2. above, the following disbursement provisions shall apply:

A. As consideration for the services rendered by the Grantee, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $1,660,000 toward the
total Project cost estimate identified in Section A of Attachment A. It is acknowledged that the cost estimate is based on preliminary estimates and requires updating by the Grantee.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project costs upon approval of deliverables and acceptance of a properly submitted Payment Request Summary Form to be provided by the Department at such time as this Agreement may be amended. In addition to the summary form, the Grantee must provide sufficiently itemized invoices for the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person or entity providing the service or performing the work.

C. In addition to the invoicing requirements contained in paragraph 3B above, the Department may periodically request proof of a transaction (invoice, etc.) to evaluate the appropriateness of costs pursuant to State guidelines. This information when requested must be provided within 30 calendar days of such request. All bills for amounts due shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

D. State guidelines for allowable costs can be found in the State Comptroller’s Voucher Processing Handbook at http://www.dbf.state.fl.us/aidir/tochandbk.html.

E. All costs incurred by the Grantee for its own employees in planning, designing, constructing, administering, managing, evaluating, and inspecting the Project are not eligible for reimbursement under this Agreement or any amendment thereof.

F. Travel costs are not authorized for reimbursement under this Agreement or any amendment thereof.

G. The purchase of non-expendable equipment for use by the Grantee is not authorized under the terms of this Agreement or any amendment thereof.

4. The State of Florida’s performance and obligation to pay under this Agreement as amended would be contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

6.A The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

6.B The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
7. This Agreement may be unilaterally canceled by the Department for refusal by the
Grantee to allow public access to all documents, papers, letters, or other material made or
received by the Grantee in conjunction with this Agreement, unless the records are
exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1),
Florida Statutes.

8. The Grantee shall maintain books, records and documents directly pertinent to
performance under this Agreement in accordance with generally accepted accounting
principles consistently applied. The Department, the State, or their authorized
representatives shall have access to such records for audit purposes during the term of this
Agreement and for five years following Agreement completion. The Grantee shall
similarly require each subcontractor to maintain and allow access to such records for
audit purposes.

9. In addition to the provisions contained in paragraph 8 above, the Grantee shall comply
with the applicable audit, monitoring, and record keeping provisions contained in
Attachment B. A revised copy of Attachment B, Exhibit I shall be provided to the
Grantee with each Agreement amendment that affects the information contained therein.
A revised Exhibit-I shall summarize the funding sources supporting the Agreement for
purposes of assisting the Grantee in complying with the requirements of Attachment B.
If the Grantee fails to receive a revised copy of Exhibit-I, the Grantee shall notify the
Department's Grant Manager indicated in this Agreement to request a copy of the
updated information.

10.A. The Grantee shall not subcontract, assign, or transfer any construction services or
equipment/material procurement work to be funded under this Agreement as amended
without the prior written consent of the Department's Grant Manager. The Grantee agrees
to be responsible for the fulfillment of all work elements included in any subcontract and
agrees to be responsible for the payment of all monies due under any subcontract. It is
understood and agreed by the Grantee that the Department shall not be liable to any
subcontractor for any expenses or liabilities incurred, and that the Grantee shall be solely
liable to any subcontractor for all expenses and liabilities incurred under the subcontract.

10.B. The Department of Environmental Protection supports diversity in its procurement
program and requests that all subcontracting opportunities afforded by this Agreement
embrace diversity enthusiastically. The award of subcontracts should reflect the full
diversity of the citizens of the State of Florida. Upon request of the Grantee, the
Department will furnish a list of minority owned businesses for consideration in
subcontracting opportunities.

11. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited
from using funds provided by this Agreement and any amendment thereto for the purpose
of lobbying the Legislature, the judicial branch or a state agency.

12. The Grantee shall comply with all applicable federal, state and local rules and regulations
in providing services to the Department. The Grantee acknowledges that this requirement
includes compliance with all applicable federal, state and local health and safety rules and
regulations. The Grantee further agrees to include this provision in all subcontracts (by change order if necessary) issued as a result of this Agreement.

13. The Department’s Grant Manager for this Agreement is identified below.
   Dick Smith
   Bureau of Water Facilities Funding
   Florida Department of Environmental Protection
   2600 Blair Stone Road, MS 3505
   Tallahassee, Florida 32399-2400
   Phone: (850) 245 - 8358
   Fax: (850) 245 - 8411

14. The Grantee’s Grant Manager for this Agreement is identified below.
   XXX
   XXX
   XXX
   Phone: XXX
   Fax: XXX

15. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers’ Compensation Insurance for all of its employees connected with the work of this Project. The Grantee shall require each subcontractor similarly to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers’ Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers’ Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

16. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as may be specifically provided in this Agreement. Alternatively, the Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee’s officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

18. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that could result in the Grantee’s ability to pay for Project work, change the amount of funding under this Agreement, or increase the time for completion of Project work shall require a formal amendment to this Agreement.
19.A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

19.B. An entity or affiliate that has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public works, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.

20. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

21. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: XXX (Title)

Date: __________________________

FEID No.: XXX

Attest

By: __________________________

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Director Division of Water Resource Management

Date: __________________________

List of attachments/exhibits included as part of this Agreement:

<table>
<thead>
<tr>
<th>Specification</th>
<th>Letter/Number</th>
<th>Description (include number of pages)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment</td>
<td>A</td>
<td>Project Work Plan (3 Pages)</td>
</tr>
<tr>
<td>Attachment</td>
<td>B</td>
<td>Audit Requirements (5 Pages)</td>
</tr>
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</table>
ATTACHMENT A

KEY LARGO WASTEWATER TREATMENT DISTRICT
Key Largo Park Subdivision

A. PROJECT BUDGET

<table>
<thead>
<tr>
<th>Category of Expenditure</th>
<th>DEP Funds</th>
<th>Other Funds</th>
<th>Total Funding</th>
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<tr>
<td></td>
<td>FY 02/03</td>
<td>FY 03/04</td>
<td>FY 04/05</td>
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<tr>
<td>Key Largo Park</td>
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<tr>
<td>Preliminary Engineering</td>
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<td>$ 0</td>
<td>$ 0</td>
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<td>Construction</td>
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<td>$ 600,000</td>
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<td>Contingency</td>
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<td>$ 0</td>
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<tr>
<td>Treatment Impact Fee</td>
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<td>$ 0</td>
<td>$ 560,000</td>
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<td>Construction Management</td>
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<td>$ 0</td>
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<tr>
<td>Other</td>
<td>$ 0</td>
<td>$ 0</td>
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</tr>
<tr>
<td>Key Largo Trailer Village</td>
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</tr>
<tr>
<td>Preliminary Engineering</td>
<td>$ 650,000</td>
<td>$ 650,000</td>
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<tr>
<td>Design/Build</td>
<td>$ 6,520,000</td>
<td>$ 6,520,000</td>
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<tr>
<td>Contingency</td>
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<tr>
<td>Construction Management</td>
<td>$ 1,140,000</td>
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<td>Land</td>
<td>$ 850,000</td>
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<td>Other</td>
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<tr>
<td>Total</td>
<td>$ 100,000</td>
<td>$ 600,000</td>
<td>$ 960,000</td>
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</table>

B. SCOPE OF PROJECT WORK:

A vacuum collection system serving the Key Largo Park subdivision will be constructed using the design/bid/build approach. The collection system consists of vacuum mains, vacuum pits, buffer tanks, vacuum valves and gravity collection lines extending from the vacuum pits and tanks to the property line for each building to be served. While Appropriation 1765A funding is not being provided for the decommissioning of on-site treatment and disposal systems or the installation of building laterals on private property, such work must be undertaken to achieve a functional system. The Grantee must ensure that the work on private property is accomplished in a timely manner. Functioning of the Key Largo Park vacuum collection system is dependent upon the construction of a vacuum station, transmission facilities, treatment plant and injection well disposal system that will be part of the Key Largo Trailer Village subdivision wastewater management system. Therefore, the
Grantee must ensure that all construction necessary for a complete and operable wastewater management system is undertaken in a timely manner.

C. PROJECT SCHEDULE:

Completion of Project activities below shall be accomplished before March 1, 2003 to comply with statutory requirements. The schedule for completion of Project activities under (6)(a) through (e) may be adjusted in the event that this Agreement is amended to provide for grant disbursements. All submittals shall be made by the Recipient’s Grant Manager to the Department’s Grant Manager.

(1) Creation of revenue generation system (rates, fees, and assessments) for recovery of capital costs and operation/maintenance costs (submittal to the Department is required).

(2) Establishment of an implementation plan for completing work on private property such as decommissioning on-site treatment and disposal systems and connection to the centralized collection system (submittal to the Department is required).

(3) Establishment of requirements for connection to the wastewater management system (submittal to the Department is required).

(4) Certification of availability of local share of the costs of the complete wastewater management system (submittal to the Department is required).

(5) Procurement of services for the following:
   (a) Utilities engineering
   (b) Legal
   (c) Financial
   (d) Administrative (record keeping and audit capability)
   (e) Construction bid evaluation and design/build proposal evaluation

(6) Submittal of a projected schedule for the following activities:
   (a) Updating the above Section A Project Budget information
   (b) Bid tabulation and award recommendation for Key Largo Park construction
   (c) Public notice and public participation in Project decisions
   (d) Procurement of services for Construction Management
   (e) Design/build contract award for Key Largo Trailer Village
   (f) Construction contract award for Key Largo Park
   (g) Initiate design/build activities for Key Largo Trailer Village
   (h) Initiate construction activities for Key Largo Park
   (i) Certification of availability of the all Key Largo Park wastewater collection/transmission system sites, including easements and rights-of-way
(j) Complete construction of Key Largo Park facilities
(k) Complete construction of Key Largo Trailer Village facilities
(l) Certification of initial collection of fees, charges, and assessments
(m) Solicit services of operating entity for wastewater management system
(n) Operations contract award
(o) Certification of wastewater management system operability

(7) Certification of availability of the treatment plant site, including injection well disposal (submittal to the Department is required)

(8) Receipt of Key Largo Trailer Village design/build proposals

(9) Certification of receipt of Key Largo Park construction bids (submittal to the Department is required)
## CRITICAL EVENTS SCHEDULE

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
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<tbody>
<tr>
<td>1</td>
<td><strong>Transfer of Grant Agreement:</strong></td>
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<tr>
<td>2</td>
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<td>3</td>
<td>A. Legal Review</td>
<td>General Counsel</td>
<td>2/19/03</td>
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<td>5</td>
<td>B. Accuracy of Financial Information Provided</td>
<td>General Manager</td>
<td>2/19/03</td>
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<td>7</td>
<td>C. Development of Final Project Schedule</td>
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<td>2/19/03</td>
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<td>9</td>
<td><strong>Creation of Revenue:</strong></td>
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<td>11</td>
<td>A. Determine Revenues Available as Opposed to Needed:</td>
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<td>12</td>
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<tr>
<td>13</td>
<td>* Federal Revenues</td>
<td>General Manager</td>
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<td>14</td>
<td>* State Revenues</td>
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<td>* Local Match</td>
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<td>B. Determination of Costs</td>
<td>General Manager</td>
<td>2/10/03</td>
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<td>19</td>
<td>* Capital</td>
<td>General Manager</td>
<td>2/10/03</td>
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<tr>
<td>20</td>
<td>* Operations &amp; Maintenance</td>
<td>Boyle</td>
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<td>21</td>
<td>* Administration</td>
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<tr>
<td>23</td>
<td>C. Identify/Quantify Revenue Generation Based on Shortfall</td>
<td>General Manager &amp; PRMG</td>
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<td>25</td>
<td>D. Propose Schedule for Implementation of Fees, Rates and Assessments</td>
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<td>27</td>
<td>E. Citizen Participation</td>
<td>Board</td>
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<td><strong>Establishment of an Implementation Plan for Completing Work on Private Property:</strong></td>
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<td>31</td>
<td>A. Costs</td>
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<td>2/18/03</td>
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<td>33</td>
<td>* Estimated Cost Removal on a Per Lot Basis of On-Site Disposal Systems</td>
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<tr>
<td>Date</td>
<td>Task Description</td>
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<td>1/15/03</td>
<td>General Manager &amp; Board</td>
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<td>1/15/03</td>
<td>Construction &amp; Evaluation and Design &amp; Budget Evaluation (General &amp; Board)</td>
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<td>Administrative Record Keeping and Audit Capability</td>
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<td>Financial</td>
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<td>Legal</td>
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<td>Utilities Engineering</td>
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<td>Procurement of Services for the Following:</td>
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<td>1/15/03</td>
<td>C. Obtain Final Approvals for County on Participation and Local Shares for Both Operations and Maintenance</td>
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<td>1/15/03</td>
<td>A. Finalize Task 2 to Determine Local Shares and Cash Contribution</td>
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<td>1/15/03</td>
<td>Contribution of Availability of Local Shares to the Costs of the Complete Water/Wastewater Management System</td>
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<td>1/15/03</td>
<td>B. Determine Level of Committed Appropriations Prior to March 1, 2003</td>
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<tr>
<td>1/15/03</td>
<td>A. Define Equipment Provisions</td>
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<td>1/15/03</td>
<td>Final Enrollment of Requirements for Connection to the Water/Wastewater Management System</td>
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<td>1/15/03</td>
<td>A. Finalize Resolution of Funding by Utilization of Other Local Shares or Special Assessments</td>
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**Critical Events Schedule**
<table>
<thead>
<tr>
<th>Date</th>
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<td>10/31/05</td>
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<td>Certification of underground sanitary</td>
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<td>6/03/07</td>
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<td>sewer system</td>
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<tr>
<td>6/03/07</td>
<td>Certification of underground sanitary</td>
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<td>7/31/07</td>
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<td></td>
<td>sewer system</td>
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**Critical Events Schedule**

1. Submit a Project Schedule for the Following Activities:
   - Updated Project Schedule for the Following Activities:
     - Submit a Project Schedule for the Following Activities:
       - Submit a Project Schedule for the Following Activities:
<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>RESPONSIBLE</th>
<th>COMPLETION DATE</th>
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<tbody>
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<td>101</td>
<td>Certification of availability of the treatment plant site, including injection well disposal (submittal to the Department is required)</td>
<td>Board</td>
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<td>102</td>
<td>Receipt of Key Largo Trailer Village design/build proposals</td>
<td>Board</td>
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<td>103</td>
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<td>105</td>
<td>A. RFP issued</td>
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<tr>
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<td>B. Project Design Specifications issued</td>
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<td>1/26/03</td>
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<td>Boyle</td>
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<tr>
<td>109</td>
<td>C. Pre Bid Conference</td>
<td>General Manager &amp; Boyle</td>
<td>1/29/03</td>
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<tr>
<td>110</td>
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<td>General Manager &amp; Boyle</td>
<td>1/29/03</td>
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<tr>
<td>111</td>
<td>D. Bids Due</td>
<td>General Manager &amp; Boyle</td>
<td>2/26/03</td>
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<tr>
<td>112</td>
<td></td>
<td>General Manager &amp; Boyle</td>
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<tr>
<td>113</td>
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<td>Boyle</td>
<td>2/4/03</td>
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<td></td>
<td>Boyle</td>
<td>2/4/03</td>
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<td>Boyle</td>
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MANAGEMENT SERVICES AGREEMENT

by and between

KEY LARGO WASTEWATER TREATMENT DISTRICT

and

GOVERNMENT SERVICES GROUP, INC.
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MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of __________, 2003, by and between Key Largo Wastewater Treatment District, (hereinafter referred to as the "District") and Government Services Group, Inc., a Florida corporation, whose business address is 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308 (hereinafter referred to as the "General Manager").

WITNESSETH:

WHEREAS, the District desires to obtain the professional management and planning services of the General Manager to provide administration, management, and consulting services to the District; and

WHEREAS, the General Manager represents that it has expertise in the type of professional services required by the District;

NOW, THEREFORE, in consideration of the following mutual promises, covenants, provisions, representations, agreements and provisions, the parties hereto agree as follows:
ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires.

"Additional Services" means the administration, management and consulting services described in Sections 3.01 through 3.07 hereof.

"Agreement" means this Management Services Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Basic Services" means the administration, management and consulting services described in Sections 2.01 through 2.07 hereof.

"Billing Contractor" means the firm contracting with the District to provide customer service and utility billing for the Utility Systems.

"Board" shall mean the governing board of the District.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Board, as well as any indenture of trust, trust agreement or other instrument relating to the issuance or security of the obligations by the District.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

"District" means Key Largo Wastewater Treatment District, a legal entity and public body created pursuant to Chapter 2002-337.

"General Manager" means Government Services Group, Inc., a Florida corporation.

"Operations Contractor" means the firm contracting with the District to operate the Utility Systems.
SECTION 1.02. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the effective date of this Agreement; and the term "hereafter" shall mean after the effective date of this Agreement. This Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Agreement.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.
ARTICLE II

BASIC SERVICES

SECTION 2.01. BOARD MEETINGS. The General Manager will furnish the following administrative support to meetings of the Board:

(A) provide timely notice of all regular and special Board meetings to the District directors and comply with all applicable public notice requirements;

(B) prepare and distribute an agenda to the District directors for all Board meetings, including appropriate supporting documentation; and

(C) Maintain minutes and records of regular and special Board meetings consistent with Florida statutes.

SECTION 2.02. GENERAL ADMINISTRATION. The General Manager will furnish the following general administrative support to the Board:

(A) Assist in identifying, selecting and contracting with rate consultants, auditors, insurance consultants, lab service contractors, consulting engineers, hydro-geologists and other consultants or professionals required by the District;

(B) Act as custodian of the District’s books and records, which shall be maintained in accordance with Section 189.9, Florida Statutes;

(C) Serve as inter-governmental liaison between the Board and the local governments in which the District provides utility service as follows: (1) coordinate service extensions with the local government’s comprehensive plan; (2) communicate with local public officials on all matters that pertain to the District; and (3) attend city and county governing board and staff meetings, when requested, to discuss District issues;

(D) Prepare an annual consumer confidence report, as required by law;

(E) Oversee at least two customer mailings each year to all District customers regarding Board initiatives;
(F) Provide the Board, or individual members thereof, upon request, with data or information concerning the Utility Systems provide advice and recommendations on Utility System operations to the Board;

(G) Develop and maintain accounting, budgeting and purchasing procedures;

(H) Negotiate leases, contracts, and other agreements, including consultant services, for the District, subject to approval of the Board;

(I) Oversee and advise the District on all local, state or federal filings identified to the General Manager; and

(J) Monitor the performance of all terms and conditions in all leases, contracts, and agreements and notify the Board of any noted violation thereof.

SECTION 2.03. ACCOUNTING. The General Manager will provide the following accounting services to the District:

(A) The General Manager will oversee the District's accounting system and coordinate the utility billing function with the Billing Contractor to facilitate the management and investment of all cash in accordance with law, the Financing Documents, Board policy, and generally accepted accounting principles.

(B) The General Manager will require the Billing Contractor to provide a daily financial transactions report and a monthly financial report for each Utility System.

(C) The General Manager will prepare statements of accounts payable, reconcile accounts receivable, maintain the general ledger, prepare monthly financial reports for each Utility System and the District in its entirety, and coordinate with outside auditors in conducting an annual audit.

(D) On or before the 20th of each month, the General Manager will submit to the Board a statement of income and expenses for the District Board, together with a list of vouchers paid, if requested by the Board, and any financial matters requiring Board attention.
SECTION 2.04. BUDGETS AND FINANCIAL REPORTS. The General Manager will provide the following budgeting and reporting services to the District:

(A) On or before July 1 of each year, the General Manager will prepare a proposed operating budget and capital improvement program for the ensuing Fiscal Year to be submitted to the Board for its review and approval. Each water and/or wastewater system, designated as such by the Board, shall be maintained as an independent enterprise fund.

(B) The General Manager will prepare and file all financial reports required by the Financing Documents, Board policy and applicable law.

SECTION 2.05. OTHER FINANCIAL SERVICES. The General Manager will provide the following additional financial services to the District:

(A) The General Manager will coordinate with the District's utility rate consultant to develop rates that comply with the Financing and Grant Documents.

(B) The General Manager will coordinate with the District's insurance consultant to insure the District's assets in accordance with industry standards.

SECTION 2.06. OPERATIONAL OVERSIGHT. The General Manager will monitor the performance of the Operations Contractor and Billing Contractor, as follows:

(A) The General Manager shall monitor lab performance of the Operations Contractor to ensure compliance with the Operations and Billing Agreement and the Board's policy and direction.

(B) The Operations Contractor and Billing Contractor will be required to provide the reports as required in the Operations and Billing Agreement.

(C) The General Manager will visit each Utility System and review the following issues with the Operations Contractor and Billing Contractor: (1) customer service, (2) operations and contract performance, (3) annual maintenance needs of the
Utility Systems, (4) any unforeseen events that may affect the District's agreement with the Operations Contractor or Billing Contractor.

(D) The General Manager shall manage District's lab service contractor for quality control and performance, shall order necessary sampling events to meet regulatory needs and requirements, shall review all laboratory analyses conducted by District's lab service contractor, and shall require appropriate explanations for all deviations to the permits under which treatment facilities are to be operated.

(E) Not later than April 1 of each year beginning April 1, 2003, the General Manager shall compile and prepare:

(1) An annual report summarizing the performance of each treatment facility;
(2) A summary of treatment capacity and capacity needs;
(3) A status report of all capital projects; and
(4) An annual systems report which summarizes (a) work performed by the Operations Contractor and Billing Contractor, (b) other significant operations issues that have arisen during the preceding twelve months, (c) intergovernmental coordination issues, and (d) acquisition and transition concerns.

The General Manager shall secure any work orders necessary to complete the annual report and manage the activities of the consulting engineers, hydro-geologist - professional services to ensure timely completion of the annual systems report.

SECTION 2.07. CAPITAL IMPROVEMENT PLANNING.

(A) The General Manager shall be responsible for coordinating the development of a capital improvement plan to facilitate compliance with applicable regulatory standards and provide adequate capacity for current and future customers. In this regard, the General Manager shall (1) prepare and update, as needed, a strategic master plan for each Utility System, and (2) not later than May 1, prepare an annual
capital improvement program for facilities needed to repair, replace, enhance or provide
additional service to District's customers.

(B) The General Manager shall prepare connections and extensions to the
Utility Systems. In this regard, the General Manager shall (1) maintain an extension
policy for said water and sewer line extensions, (2) maintain standardized specifications
for use on all Utility Systems, and (3) provide standardized construction and professional
service agreements for use on all Utility Systems.

SECTION 2.08. COMPENSATION FOR BASIC SERVICES.

(A) In consideration for the Basic Services to be provided, the District agrees to
pay the General Manager a monthly fee equal to one-twelfth of the following annual
amounts:

Phase I                        $5,000.00
(As described in the Proposed System Manager Agreement, Dated January 13, 2003)
Phase II                      $10,800.00
(This fee will begin on or about June 1, 2003 when construction begins on the Key Largo Park
and the Key Largo Trailer Village)
Phase III  To Be Determined
(Prior to completion of the Key Largo Park and the Key Largo Trailer Village, GSG will submit a
revised Scope of Fees and Schedule)

Monthly fees for Basic Services shall be payable at the end of each monthly
period. In addition to the monthly fees for Basic Services, the District shall reimburse the
General Manager for its expenses of reproduction, postage and express delivery incurred
by the General Manager in connection with the provision of Basic Services. All expenses
will be in accordance with Section 112.061, Florida Statutes. Additional Services as
described in Section 3.01 through 3.08 will be collected and reimbursed on the same
basis.
(B) If a Utility System is sold or otherwise transferred by the District without the timely advance written notice required in this Section, the District shall pay General Manager, in addition to all other fees and costs provided for in this Agreement, an amount equal to the Basic Services fee for that Utility System for 180 days.

(C) If the District acquires a water and/or wastewater utility system, District and General Manager agree to negotiate in advance a change order to the Basic Services to be provided hereunder.

On each October 1, beginning in 2003, Basic Service Fees and the hourly rates for Additional Services performed on an hourly rate basis for the immediately ensuing year shall be adjusted upward or downward on the basis of the percentage of upward or downward change, if any, in the consumer Price Index - U.S. City Average - All Urban Customers - Services (1982-84=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"), from the Index number of the Index most recently published prior to August 31, 2003 (the "Base Index Number"). Utilizing the Index most recently published prior to August 31, thereafter beginning in 2004 (the "Current Index Number"), the foregoing adjustment shall be calculated and become effective for a particular year on October 1st first occurring after each such August 31st beginning in 2003. If at any time of calculation on the Current Index Number is greater or less than the Base Index Number, the fees for the immediately ensuing year, beginning on the said April 1st, shall be increased or decreased, as the case may be, form the fees which were in effect on the Commencement Date of this Agreement by an amount equal to the percentage by which the Current Index Number exceeds or is less than the Base Index Number. In the event the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be
then available as to carry out the intent of this provision. In no event shall the annual adjustment exceed four and one-half (4 1/2) percent.
ARTICLE III
ADDITIONAL SERVICES

SECTION 3.01.  UTILITY SYSTEM IMPROVEMENTS.  The parties acknowledge that capital improvements to the Utility Systems may be required during the term of this Agreement. In connection therewith, the General Manager shall perform the following tasks:

(A) Secure necessary work orders for design and supervision of construction of capital improvements from District's consulting engineers, hydro-geologists and other professionals for Board approval;

(B) Manage activities of the consulting engineers, hydro-geologists and other professionals to facilitate timely completion and permitting of capital improvement facilities;

(C) Coordinate new facility construction with activities of the Operations Contractor in order to minimize service disruptions; and

(D) Secure bids for the construction of said capital improvement facilities in accordance with Florida law and Board policy.

SECTION 3.02.  CONNECTIONS AND EXTENSIONS.  The parties acknowledge that it may be necessary to make service extensions or enter into service or improvement agreements with developers during the term of this Agreement. The General Manager will be responsible for negotiating the terms of such agreements and making recommendations to the Board on matters relating to specific service extensions or developer agreements.

SECTION 3.03.  SPECIAL ASSESSMENTS.  The parties acknowledge that the District may desire to implement special assessment programs during the term of this Agreement to finance the installation, rehabilitation and maintenance of water and wastewater facilities. The General Manager will prepare information necessary for
development of the apportionment methodology, calculation of rates, and the data processing and mechanical implementation required to collect special assessments on the ad-valorem tax bill.

**SECTION 3.04.  UTILITY OPERATIONS AGREEMENT.** The General Manager will be responsible for developing a request for proposals from Operations Contractors and Billing Contractors, evaluating the proposals received and making recommendations to the Board for selection.

**SECTION 3.05.  OTHER SERVICES.**

(A) The District may request the General Manager to serve as a general rate consultant for the District or to independently review and make recommendations on specific fees and charges.

(B) The General Manager shall be responsible for development of any emergency preparation plans and pretreatment programs required by the Utility Systems.

(C) The General Manager will assist the District’s consulting engineers, if required, in connection with the renewal of water withdrawal, operating or other permits required by the Utility Systems.

(D) The General Manager will perform construction inspection on all capital projects and supervise District engineers to aid in such services.

**SECTION 3.08.  COMPENSATION FOR ADDITIONAL SERVICES.**

(A) The General Manager shall be responsible for submitting a written proposal to the District specifying any Additional Services to be performed and the method of compensation therefore. The Agreement between the General Manager and the District shall be set forth in a Memorandum of Understanding (“MOU”) that shall constitute a supplement to this Agreement and become binding upon the General Manager and the District. The General Manager shall not be entitled to compensation for Additional Services provided without prior authorization from the Board.
(B) Additional Services may be provided on a negotiated lump sum professional fee or hourly basis. Whenever work is done on an hourly basis the following hourly rates will apply:

1. General Manager $175/hour;
2. Director of Operation $140/hour;
3. Chief Financial Officer $130/hour;
4. Consultants $80/hour, and
5. Secretarial or administrative support $35/hour.

Where applicable, all expenses will be in accordance with Section 12.061, Florida Statutes.
ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. DISTRICT RESPONSIBILITIES.

(A) The Board shall timely transmit instructions, receive information, interpret and define District policies and provide policy direction on decisions with respect to General Manager’s services for a project.

(B) The Board shall:

(1) Review and make appropriate recommendations on all requests submitted by the General Manager for payment for services and work provided and performed in accordance with this Agreement;

(2) Provide all criteria and information requested by General Manager as to District requirements for any Basic Services or Additional Services, including inter-local matters, policy and policy direction;

(3) Upon request from General Manager, assist General Manager by placing at General Manager’s disposal all information available to the District;

(4) Arrange for access to and make all provisions for General Manager to enter the District facilities to perform the services to be provided by General Manager under this Agreement;

(5) Appropriately direct and delegate management oversight to the General Manager concerning all contract and relations of the District. For all such purposes General Manager is hereby and shall hereafter be deemed the "District Representative" or "District General Manager" as such terms may be defined elsewhere, including the Financing Documents.

(6) Provide notice to General Manager of any deficiencies or defects discovered by the District with respect to the services to be rendered by the General Manager hereunder as well as all notices received or provided under any operations,
billing, financing, acquisition or other agreements entered into which in any way affect or pertain to the Utility Systems.

SECTION 4.02. TERM OF AGREEMENT. This Agreement shall be for a term commencing on the date first above written and ending on September 30, 2003. However, the term hereof may be extended by mutual agreement of the parties for successive 36-month periods. Upon any renewal the parties agree that the monthly fee for Basic Services and the applicable hourly rates for Additional Services will be subject to an adjustment based on the increase in the Consumer Price Index, the deletion or addition of Utility Systems, and the most current hourly rate of the General Manager.

SECTION 4.03. INSURANCE.

(A) During the term of this Agreement, the General Manager 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. 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 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 General Manager shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such
policy. The acceptance by the District of any certificate of insurance evidencing the
insurance coverages and limits required in this Agreement 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 Agreement.

(B) All liability insurance policies, other than the Professional Liability,
Worker's Compensation and Employers' Liability policies, obtained by General Manager
to meet the requirements of this Agreement shall name District as an additional insured as
to the operations of the General Manager under this Agreement and shall contain
severability of interests provisions.

(C) Commercial General Liability Insurance shall be maintained 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:

(1) Single Limit Bodily Injury & Property Damage
   (a) Each Occurrence $500,000
   (b) Annual Aggregate 1,000,000

(2) Personal Injury (Annual Aggregate) — $1,000,000

(D) Comprehensive Automobile Liability shall be maintained for all vehicles in
the performance of this Agreement:

(1) Single Limit Bodily Injury & Property Damage (Each Occurrence)
   — $1,000,000

(2) 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.
(E) Professional Liability shall be maintained 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 Agreement and for not less than one year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one year.

(F) Workers' Compensation Insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the General Manager 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 General Manager. The General Manager and his subcontractors shall maintain during the life of this Agreement Employer's Liability Insurance. The following must be maintained:

   (1) Workers' Compensation - Statutory
   (2) Employer's Liability - $100,000 per accident

(G) If any insurance provided pursuant to this Agreement expires during the term hereof, renewal certificates of insurance and, if requested by District, certified, true copies of the renewal policies shall be furnished by General Manager thirty days prior to the date of expiration.

SECTION 4.04. INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Authority, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys’ fees) suffered by Authority from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, or act of Consultant, its agents, servants, or employees in the performance of services under this Contract.

SECTION 4.05. SUBCONTRACTORS. The services to be performed hereunder shall be performed by General Manager's staff unless otherwise authorized in writing by the District, which shall not be unreasonably withheld. The employment of,
contract with, or use of the services of any other person or firm by General Manager, as
independent contractor or otherwise, shall be subject to the prior written approval of the
District. No provision of this Agreement shall, however, be construed as constituting an
agreement between the District and any such other person or firm. Nor shall anything
contained herein be deemed to give any such party or any third party any claim or right of
action against the District beyond such as may otherwise exist without regard to this
Agreement.

SECTION 4.06. DEFAULT AND TERMINATION. Either party shall have
the right to terminate this Agreement upon 180 calendar days' written notice to the other
party. The General Manager shall be entitled to payment for professional fees earned and
reimbursable costs incurred prior to the date of such termination.

SECTION 4.07. DISCLOSURE.

(A) The General Manager represents that it presently 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. General Manager further represents that no
persons having such interest shall be employed to perform those services.

SECTION 4.08. GENERAL COUNSEL APPROVAL REQUIRED. This
Agreement, although executed by the District and the General Manager, shall not become
a binding contract between the parties unless and until the District General Counsel has
reviewed and approved the Agreement. Should the General Manager, at the request of the
Board, render services contemplated by this Agreement prior to approval of the
Agreement by the General Counsel, the District shall compensate the General Manager
for said services rendered and expenses as contemplated by this Agreement, but no other
requirements or conditions of the Agreement shall apply unless and until the General
Counsel approves the Agreement.
SECTION 4.09. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior other and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 4.10 AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 4.11 NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

District: Terry Lewis  
Attorney at Law  
Lewis, Longman & Walker  
1700 Palm Beach Lakes Blvd., Suite 1000  
West Palm Beach, FL 33401

General Manager: Government Services Group, Inc.  
1500 Mahan Drive, Suite 250  
Tallahassee, Florida 32308  
Attention: Robert E. Sheets, CEO

Either of the parties may, by notice in writing given to the other party, designate any further or different addresses to which subsequent notices, certificates or other
communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 4.12. ASSIGNMENT AND BINDING EFFECT. This Agreement may not be assigned by either party without the prior written consent of the other party. To the extent provided herein, this Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns. This Agreement shall not become effective until reviewed and approved by General Counsel for the District.

SECTION 4.13. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 4.14. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 4.15. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Management Services Agreement on the day and year first written above.

KEY LARGO WASTEWATER TREATMENT DISTRICT

(SEAL)

By: ________________________________
Chairman

ATTEST

______________________________
Secretary-Treasurer
GOVERNMENT SERVICES GROUP, INC.

By: __________________________
   Chief Executive Officer

(SEAL)

ATTEST

______________________________
   Secretary

G:\RENEE\MCP\District\General Counsel Services\clean management services agree.wpd
PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT

by and between

KEY LARGO WASTEWATER TREATMENT DISTRICT

and

GARTEK ENGINEERING CORPORATION
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PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of __________, 2003, by and between Key Largo Wastewater Treatment District, (hereinafter referred to as the "District") and Gartek Engineering Corporation, a Florida corporation, whose business address is 7210 S.W.39th Terrace, Miami, Florida 33155 (hereinafter referred to as the "Gartek").

WITNESSETH:

WHEREAS, the District desires to obtain the services of a professional engineer for consultant services for the Key Largo Trailer Village and Key Largo Park wastewater projects; and

WHEREAS, Gartek represents that it has expertise in the type of professional engineering consultant services required by the District;

NOW, THEREFORE, in consideration of the following mutual promises, covenants, provisions, representations, agreements and provisions, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires.

"Agreement" means this Professional Engineering Consultant Services Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Board" shall mean the governing board of the Key Largo Wastewater Treatment District.
"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

"District" means Key Largo Wastewater Treatment District, a legal entity and public body created pursuant to Chapter 2002-337.

"General Manager" means Government Services Group, Inc., a Florida corporation.

SECTION 1.02. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the effective date of this Agreement; and the term "hereafter" shall mean after the effective date of this Agreement. This Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Agreement.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE II

PROFESSIONAL ENGINEERING CONSULTANT SERVICES

SECTION 2.01. PROFESSIONAL ENGINEERING CONSULTANT SERVICES TO BE PROVIDED BY GARTEK.

(A) Gartek will review the Key Largo Trailer Village Request for Proposals ("RFP") prepared by Boyle Engineering, including Volumes I through IV dated January 2003, received by Gartek on January 15, 2003.

(B) Gartek will review a complete set of the Key Largo Park 100% complete drawings and specifications.
(C) Gartek will provide written comments with recommendations to the Board with regard to the Key Largo Trailer Village RFP review and the Key Largo Park drawings and specifications review.

(D) Gartek will attend meetings with Boyle Engineering Corporation and the General Manager to review comments, possible addendums and any other issues that may arise.

(E) Gartek will review the bids for the Key Largo Trailer Village RFP and will attend meetings with Boyle Engineering Corporation and the General Manager to assist in selecting a contractor.

(F) Gartek will report to the Board General Manager as to agreement on any and all outstanding services.

(G) Gartek will attend all scheduled or emergency Board meetings and bid meetings.

SECTION 2.02. COMPENSATION FOR PROFESSIONAL ENGINEERING CONSULTANT SERVICES.

(A) In consideration for the Professional Engineering Consultant Services to be provided as described above, the District agrees to pay Gartek on an hourly basis **not to exceed** $20,000 based on the following rates:

- Principals $120.00/hour
- Engineer $100.00/hour
- CAD operator $70.00/hour
- Clerical $45.00/hour

(B) Gartek will provide an invoice to the Board each month. After review and authorization by the Board, the Board will pay Gartek in accordance with the adopted Expenditure Policy.

(C) The not to exceed fee does not include expenses for travel, lodging and meals that may be required outside of Miami or the Keys. If such travel outside of Miami or the Keys is required, and is first approved by the Board, such expenses shall be reimbursed to Gartek at cost plus a 10% administration fee.
(D) The not to exceed fee does not include printing of documents, special mailings or delivery services. If such expenses are required, and are first approved by the Board, such expenses will be reimbursed to Gartek at cost plus a 10% administration fee.

(E) All expenses incurred by Gartek will be in accordance with Section 112.061, Florida Statutes.

ARTICLE III

ADDITIONAL PROFESSIONAL ENGINEERING CONSULTANT SERVICES

SECTION 3.01. ADDITIONAL PROFESSIONAL ENGINEERING CONSULTANT SERVICES NOT INCLUDED IN NOT TO EXCEED FEE. The following additional services are not included in the not to exceed ($20,000) fee described above. Gartek is not authorized to perform the following additional services unless requested and approved by the Board. If the Board does request and authorize Gartek to perform the following services, a separate agreement for Professional Engineering Consultant Services, or an addendum to this Agreement, will be required.

(A) Re-design that might be required as a result of Gartek’s review and recommendations to the Board regarding the Key Largo Trailer Village RFP or the Key Largo Park designs and specifications.

(B) Issuance of addendums that might be required as a result of Gartek’s review and recommendations to the Board regarding the Key Largo Trailer Village RFP or the Key Largo Park designs and specifications. Addendums should be approved by Boyle Engineering Corporation.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. DISTRICT RESPONSIBILITIES.

(A) The Board shall timely transmit instructions, receive information, interpret and define District policies and provide policy direction on decisions with respect to Gartek’s professional engineering consultant services.
(B) The Board shall request that Boyle Engineering Corporation provide three (3) complete sets and an electronic version of Requests for Proposals, drawings, specifications, cost estimates and calculations for Gartek's review for each project Gartek is asked to review by the Board in a timely manner.

SECTION 4.02. TERM OF AGREEMENT. This Agreement shall be for a term commencing on January 15, 2003 and ending at the end of the District's Fiscal Year 2003 (September 30, 2003), unless earlier terminated.

SECTION 4.03. INSURANCE.

(A) During the term of this Agreement, Gartek shall provide, pay for, and maintain, with companies satisfactory to the District, commercial and professional liability insurance. 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. 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 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, Gartek shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. The acceptance by the District of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement 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 Agreement.
(B) All liability insurance policies, other than the Professional Liability, obtained by Gartek to meet the requirements of this Agreement shall name District as an additional insured as to the operations of Gartek under this Agreement and shall contain severability of interests provisions.

(C) Commercial General Liability Insurance shall be maintained 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:

1. Single Limit Bodily Injury & Property Damage
   (a) Each Occurrence $500,000
   (b) Annual Aggregate $1,000,000

2. Personal Injury (Annual Aggregate) — $1,000,000

(E) Professional Liability shall be maintained 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 Agreement and for not less than one year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one year.

(F) If any insurance provided pursuant to this Agreement expires during the term hereof, renewal certificates of insurance and, if requested by District, certified, true copies of the renewal policies shall be furnished by General Manager thirty days prior to the date of expiration.

SECTION 4.04. INDEMNIFICATION. The District agrees that Gartek, including its employees, subconsultants, officers and principals, is acting solely as agents or representatives of the District under the terms of this agreement and shall be entitled to any legal defense authorized by law for actions taken by public officials, to indemnify and hold harmless the District, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys’ fees) suffered by the District from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, or
act of Gartek, its agents, servants, or employees in the performance of services under this Agreement, in an amount of $1,000,000.00.

SECTION 4.05. SUBCONTRACTORS. The services to be performed hereunder shall be performed by Gartek’s staff unless otherwise authorized in writing by the District, which shall not be unreasonably withheld. The employment of, contract with, or use of the services of any other person or firm by Gartek, as independent contractor or otherwise, shall be subject to the prior written approval of the District. No provision of this Agreement shall, however, be construed as constituting an agreement between the District and any such other person or firm, nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the District beyond such as may otherwise exist without regard to this Agreement.

SECTION 4.06. DEFAULT AND TERMINATION. Either party shall have the right to terminate this Agreement upon 30 calendar days' written notice to the other party. Gartek shall be entitled to payment for professional fees earned and reimbursable costs incurred prior to the date of such termination.

SECTION 4.07. DISCLOSURE.

(A) Gartek represents that it presently 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. Gartek further represents that no persons having such interest shall be employed to perform those services.

SECTION 4.08. GENERAL COUNSEL APPROVAL REQUIRED. This Agreement, although executed by the District and Gartek, shall not become a binding contract between the parties unless and until the District General Counsel has reviewed and approved the Agreement. Should Gartek, at the request of the Board, render services contemplated by this Agreement prior to approval of the Agreement by the General Counsel, the District shall compensate the General Manager for said services rendered and expenses as contemplated by
this Agreement, but no other requirements or conditions of the Agreement shall apply unless and until the General Counsel approves the Agreement.

SECTION 4.09. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior other and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 4.10 AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 4.11 NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Gartek: Gartek Engineering Corporation  
Attention: Robert L. Betancourt, P.E.  
7210 S.W. 39th Terrace  
Miami, Florida 33155

District: Key Largo Wastewater Treatment District  
Attention: Robert E. Sheets, General Manager  
P.O. Box 419  
Key Largo, Florida 33037

Either of the parties may, by notice in writing given to the other party, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.
SECTION 4.12. ASSIGNMENT AND BINDING EFFECT. This Agreement may not be assigned by either party without the prior written consent of the other party. To the extent provided herein, this Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns. This Agreement shall not become effective until reviewed and approved by General Counsel for the District.

SECTION 4.13. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 4.14. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 4.15. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Engineering Consultant Services Agreement on the day and year first written above.

KEY LARGO WASTEWATER TREATMENT DISTRICT

(SEAL)

ATTEST

____________________________________________________
Secretary-Treasurer

Reviewed by:

____________________________________________________
General Counsel

GARTEK ENGINEERING CORPORATION

(SEAL)

ATTEST

By: ________________________________________________
Chairman

By: ________________________________________________
President
RESOLUTION 2003-

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT DESIGNATING PRMG AS THE DISTRICT'S RATE CONSULTANT AND ESTABLISHING A NOT-TO-EXCEED FEE

WHEREAS, the Board of Commissioners of the Key Largo Wastewater Treatment District is under very strict funding deadlines and guidelines from the State of Florida, Department of Environmental Protection, with regard to establishing a funding mechanism for the District, prior to March 1, 2003;

WHEREAS, the Board requires immediate assistance with establishing a funding mechanism for the District;

WHEREAS, the Board desires to appoint PRMG as the District’s rate consultant, and to pay PRMG an amount not-to-exceed $6,000.

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

1. PRMG is appointed as the District’s rate consultant, and is to be compensated in an amount not to exceed $6,000.00.

2. The District attorney is directed to prepare a contract by and between the District and PRMG, which is to include the not to exceed amount of $6,000.

PASSED AND ADOPTED this ___ day of February, 2003.

FAILED this ___ day of February, 2003.

KEY LARGO WASTEWATER TREATMENT DISTRICT GOVERNING BOARD

_________________________
Chair, Key Largo Wastewater Treatment District

_________________________
Secretary
RESOLUTION 2003-1

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

WHEREAS, Key Largo Wastewater Treatment District currently has no Expenditure Policy in place;

WHEREAS, Key Largo Wastewater Treatment District requires an Expenditure Policy in order to pay certain debts that have arisen since the District was created;

WHEREAS, the District Manager has proposed an Expenditure Policy for the District to apply.

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 Manager and attached hereto as Exhibit A is hereby adopted as District policy.

2. All expenditures by the District shall be made in accordance with the attached Expenditure Policy.

PASSED AND ADOPTED this 14th day of February, 2003.

FAILED this _____ day of February, 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: January 22, 2003

Purpose: This policy provides Board of Directors approval of those internal controls necessary to provide for the proper commitment and obligation 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 Directors 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 Directors.

Policy Direction:

The Board of Directors 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 enterprise funds. The General Manager, or his approved designee, shall be authorized to approve the encumbrance or expenditure of amounts not to exceed One Thousand Dollars ($1,000.00) per transaction without further approval of the Board of Directors. This approval is contingent on the General Manager, or his approved designee, insuring that the total amount encumbered or expended does not exceed the amount
appropriated for that purpose. All encumbrances or expenditures in excess of One Thousand Dollars ($1,000.00) require prior approval by a majority vote of the Board of Directors.

Once an encumbrance or expenditure is approved, by the General Manager or the Board of Directors pursuant to this policy, the disbursement of funds of the District by the General Manager, or his designee, shall not require further approval. All checks for the Key Largo Wastewater Treatment District shall be signed by the General Manager or his authorized designee.

Approval:

Approved as to form: Recorded this _____ of January, 2003:

__________________________  ______________________________
General Counsel            Clerk to the Board

__________________________
Chairman
### TRANSITION INTERLOCAL AGREEMENT TIMELINE

**GOAL:** ALL AGENCIES TO APPROVE BY 2/19/03

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<th>Action</th>
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<tr>
<td>2/5/03</td>
<td>LLW will submit draft of Transition ILA to KLWTD Board to be considered and approved for distribution to all agencies.</td>
</tr>
<tr>
<td>2/6/03</td>
<td>LLW will distribute the draft Transition ILA to the County, FKAA, KLWTD, DEP, DCA, and FEMA for review and comment.</td>
</tr>
<tr>
<td>2/10/03</td>
<td>Final day for County, FKAA, KLWTD, DEP, DCA and FEMA to submit comments to LLW (please try to have your comments in to LLW by 2/7/03 to allow time for LLW to compile all comments, revise and turn it around for everyone the following day).</td>
</tr>
<tr>
<td>2/11/03</td>
<td>LLW will submit revised draft of Transition ILA to County, FKAA, KLWTD, DEP, DCA and FEMA, with all comments incorporated into the draft.</td>
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<tr>
<td>2/12/03</td>
<td>Transition ILA will be taken before the KLWTD Board for consideration and approval. [If the Agreement is not ready for approval on this date, then the KLWTD will have to schedule an emergency special meeting on 2/18/03 to consider and approve the Transition ILA, before the BOCC meeting on 2/19/03.]</td>
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<tr>
<td>2/19/03</td>
<td>Transition ILA to be considered for adoption by the County.</td>
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<tr>
<td>2/20/03</td>
<td>Transition ILA to be considered for adoption by FKAA.</td>
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INTERLOCAL AGREEMENT
RELATING TO THE TRANSITION OF WASTEWATER JURISDICTION AND SERVICES FROM THE FLORIDA KEYS AQUEDUCT AUTHORITY TO THE KEY LARGO WASTEWATER TREATMENT DISTRICT

BY AND BETWEEN
MONROE COUNTY,
THE FLORIDA KEYS AQUEDUCT AUTHORITY AND KEY LARGO WASTEWATER TREATMENT DISTRICT

ADOPTED _____, 2003
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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of this day of 2003, by and between Monroe County, Florida (the “County”), the Florida Keys Aqueduct Authority (the “Authority”) and Key Largo Wastewater Treatment District (“Key Largo”).

WITNESSETH:

WHEREAS, pursuant to Chapter 76-441, Laws of Florida, as amended, the Authority had jurisdiction concurrent with the County to obtain, supply, and distribute an adequate water supply, and to collect, treat and dispose of wastewater in the Florida Keys; and,

WHEREAS, Key Largo was formed in 2002 by the Legislature of the State of Florida pursuant to House Bill 471, Chapter 2002-37, Laws of Florida, for the purpose of performing such acts as shall be necessary for the sound planning, acquisition, development, operation and maintenance of a wastewater management system within the district, including all business facilities necessary and incidental thereto; and,

WHEREAS, Chapter 2002-37, Laws of Florida, provides Key Largo with exclusive jurisdiction over the acquisition, development, operation and management of a wastewater management system in and for the district boundaries; and,

WHEREAS, the County is a political subdivision of the State of Florida with home rule authority to provide waste treatment and disposal services throughout Monroe County and may enter into agreements with the Authority and Key Largo relative to such activities; and

WHEREAS, the County has entered into agreements with the Authority as its agent in order to assist Key Largo with the establishment and operation of a wastewater management system within its jurisdiction; and

WHEREAS, the County and the Authority have worked to identify funding sources and grants from local, state and federal sources to advance the provision of central wastewater and wastewater services and programs within Key Largo; and

WHEREAS, it was imperative to the health, safety and welfare of the citizens of Key Largo that the delivery of such wastewater facilities and programs be expeditiously advanced, and therefore, the County and the Authority entered into certain joint resolutions and interlocal agreements to utilize the resources of two grants and County Capital Infrastructure Funds; and
WHEREAS, Key Largo is not expected to have a revenue stream for approximately 24 months from the date of this Agreement; and

WHEREAS, the County has the legal authority to provide funding to Key Largo to accomplish its purposes until Key Largo has an established stream of revenue.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the County, the Authority and Key Largo hereby agree, stipulate and covenant as follows:

ARTICLE I

SOURCES OF FUNDING

SECTION 1.01. GRANTS. It is hereby ascertained, determined and declared that:

A. Federal Grant. Under Public Law 106-31, the Emergency Supplemental Appropriations Act for Fiscal Year 1999 (1249 and 1259 Unmet Needs Program), a supplemental appropriation by the United States Congress was made available to Monroe County for wastewater projects in the Key Largo area.

1. The Authority has been designated as sub-grantee under the Unmet Needs Program to receive and expend grant funds for wastewater project(s) in the Key Largo area. The Federal Emergency Management Agency (“FEMA”) and the State of Florida Department of Community Affairs (“DCA”) are charged with administering grants under the Unmet Needs Program.

2. A Joint Resolution between the County and the Authority was entered into under County Resolution 093-2002 and Authority Resolution 02-08 (a copy of which is attached hereto and marked as Exhibit A) to secure this grant and to name the Authority as the wastewater authority to accept this grant until Key Largo was ready to undertake a project funded by said grant. This Resolution also provides that the County would fund twenty percent (20%) of the required local match to the Authority, to be recovered by the County through user fees and/or through special assessments. The payment by the County of $182,850.00 has been made to the Authority pursuant to this commitment. This Resolution also established that the site at Mile Marker 100.5 would serve the system funded by this grant.

3. The total grant includes project funding as follows:

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<th>Amount</th>
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<tbody>
<tr>
<td>Total</td>
<td>$7,314,285.00</td>
</tr>
<tr>
<td>Federal Share</td>
<td>$5,485,714.00</td>
</tr>
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</table>
4. DCA (the grantee of this federal grant) and the Authority entered into a Disaster Relief Funding Agreement to fund implementation of the Key Largo Trailer Village wastewater treatment project on the 30th day of August, 2002 (a copy of which is attached hereto and marked as Exhibit B), pursuant to DCA’s authority to administer federal financial assistance from FEMA, and to disburse the grant funds to the Authority, as further described in the Disaster Relief Funding Agreement.

5. Transition of Key Largo Trailer Village to Key Largo. Pursuant to FEMA’s guidelines under this grant, as set forth in a letter dated September 18, 2002 from FEMA to the Florida Division of Emergency Management, (attached hereto and marked as Exhibit C), the Key Largo Trailer Village Project will be fully transferred to Key Largo and Key Largo will become the subgrantee for the project when the following conditions have been met: (1) Completion of the entire environmental assessment process per the National Environmental Policy Act (NEPA) and related statutes (including completion of a site specific environmental review document and associated public meeting); (2) the funds have been obligated in an approval letter from FEMA to the State of Florida; (3) the State of Florida has developed a contract with the Authority; and (4) a transition plan between the Authority and Key Largo has been executed with assurances that the original scope of work and its associated site development requirements will be implemented (this Transition Interlocal Agreement).

a. Responsibility for the Key Largo Trailer Village Project will be partially transferred to Key Largo following receipt by the Authority of proposals for design/build services for the project. \{BOB FELDMAN – We need some clarification here. How partial? What does this mean exactly?\}

b. The Authority is using FEMA grant funds for the design and engineering of the Key Largo Trailer Village and all monies not utilized at the transition stated heretofore shall be either returned to FEMA or assigned to Key Largo as per the direction of FEMA.

c. The Key Largo Trailer Village project anticipates a wastewater plant and a collection system of approximately 750 EDU’s. This plant will also receive collection system flows from the state grant-funded project described below (Key Largo Park).

B. State Grant. Under State of Florida 2002-03 General Appropriations Act, Line Item 1765-A, Fixed Capital Outlay, Keys Wastewater Management Plan Implementation from Land Acquisition Trust Fund, a specific appropriation by the State of Florida was made available to Monroe County for Key Largo in the amount of $1,660,000.
1. Pursuant to the requirements of this grant, the Authority on behalf of the County *initiated* a proposed project in Key Largo on or before August 19, 2002.

2. The grant established that the sites necessary to project viability must be acquired; construction bids or design/build proposals must be received; and a system of user charges, fees, or assessments must be established no later than March 1, 2003.

3. The County has selected the community known as Key Largo Park as the designated project area. A copy of Joint Resolution confirming selection (County Resolution 349-2002 and Authority Resolution 02-25), is attached hereto and marked as Exhibit D.

4. The grant is only for capital improvements, not including engineering and planning. Therefore, the County has agreed to pay up to $356,000.00 *for engineering and planning* as reflected by County Resolution 349-2002 and Authority Resolution 02-25 as amended, attached hereto and marked as Exhibit D.

5. The State of Florida Department of Environmental Protection ("DEP") has prepared a draft State Financial Assistance Agreement, DEP Agreement No. LP0338, between DEP and Key Largo, for the purposes of facilitating the $1,660,000 state grant, a copy of which is attached hereto and marked as Exhibit E.

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**ARTICLE II**

INTERLOCAL AGREEMENT

**SECTION 2.01. PURPOSE OF INTERLOCAL AGREEMENT.** The purpose of this interlocal agreement is to cause a smooth transition of both projects, grants, engineering and *all related administrative activities* from the Authority to Key Largo so that the intent of the Key Largo Legislation *may be implemented and* both grants mentioned heretofore may be preserved, utilized and result in projects as anticipated by them. Therefore, the parties agree that each entity will have the following duties and responsibilities.

**SECTION 2.02. DUTIES AND RESPONSIBILITIES OF THE AUTHORITY.**

A. **Key Largo Trailer Village.** The Authority agrees to complete the following duties and responsibilities with regard to the Key Largo Trailer Village project.

1. Complete a design/build request for proposals ("RFP").
2. Solicit and receive design/build technical proposals and cost proposals.

3. Deliver the design/build technical proposals and cost proposals received to Key Largo for evaluation and selection.

4. Provide information and assistance to FEMA as necessary to complete the site-specific environmental assessment of the projects as required under the National Environmental Policy Act (NEPA).

5. Assist Key Largo on an as-needed basis with the RFP process, evaluation process, and technical process.

B. **Key Largo Park.** The Authority agrees to complete the following duties and responsibilities with regard to the Key Largo Park project.


2. Solicit and receive construction bids.

3. Deliver the construction bids received to Key Largo for evaluation and selection.

4. Not later than February 19, 2003, negotiate an agreement with the County for the reimbursement of the Authority administrative costs incurred in association with project engineering and planning.

5. The Authority agrees that its contractual design professional may be utilized by Key Largo, at Key Largo’s election and expense, to assist Key Largo in evaluating RFP responses.

C. **Transition.** The Authority agrees to assist Key Largo with the transition of projects and to effect an orderly transition in the governance, operation and maintenance of wastewater services in the Key Largo boundaries, and specifically to assist Key Largo in meeting the March 1, 2003 deadlines imposed by the State.

D. **Transfer of Funds.** The Authority agrees to transfer any remaining funds it received from the County for the projects to the extent such funds remain after project development to date. This includes, but is not limited to, the $182,500 transferred to the Authority from the County for the Key Largo Trailer Village project, described below.

**SECTION 2.03. DUTIES AND RESPONSIBILITIES OF THE COUNTY.**
A. **Financial Commitments.** The County agrees to provide funds as it has available to support the development of the Key Largo Trailer Village and Key Largo Park projects. These commitments are outlined in Exhibits A and D and are provided specifically in Exhibit G. (*GEORGE GARRETT – WHAT IS AND WHERE IS EXHIBIT G?*). Exhibit G outlines approximately all financial commitments to date, including state and federal funds commitments. (*GEORGE - WE WOULD REQUEST THAT THESE FINANCIAL COMMITMENTS BE "CONFIRMED," NOT "APPROXIMATE" IF POSSIBLE*). The County will provide funds through several different committed funding sources with conditions for the use of these funds, as outlined below.

1. **Administrative Loan.** Pursuant to an Interlocal Agreement entered into on December 18, 2002 between the County and Key Largo, attached hereto and marked as Exhibit H, the County loaned Key Largo $100,000. *Unless otherwise agreed to between the County and Key Largo, this $100,000 is to be reimbursed to the County, the terms of which are outlined in the referenced Interlocal Agreement.*

2. **Capital Funds for Key Largo Trailer Village.** Pursuant to County Resolution 093-2002, attached hereto and marked as Exhibit A, the County will commit to provide capital funds for the Key Largo Trailer Village project up to $914,285, as needed, to complete the project. (*GEORGE GARRETT – WHEN IS THIS AMOUNT TO BE PROVIDED TO KEY LARGO? HOW DOES THIS WORK? LUMP SUM? IMPREST ACCOUNT?*)

   a. This Capital Funds loan is a “bridge loan” which secured a commitment to the project.

   b. To date, 20% of the $914,285 has been transmitted to the Authority ($182,850).

   c. The County will direct that the Authority transfer these funds to Key Largo to the extent that such funds remain after project development to date.

   d. *Unless otherwise agreed to by the County and Key Largo, these funds must be reimbursed to the County on a regular basis pursuant to a written agreement as the Key Largo Trailer Village project is completed, users are requested to connect, and users are required to pay connection fees.*

3. **Cesspit Grant Funds.** Pursuant to DCA Contracts, $1,387,731 will be provided to Key Largo. (*GEORGE GARRETT – CAN WE HAVE SOME MORE INFORMATION HERE? WHEN WILL THIS $ BE*
Provided? Do you have a copy of the DCA Contracts referenced here to attach as an exhibit?

a. DCA Contract DR-1W-11-54-01-00, and DCA Contract 01-DR-01-DR-16-11-54-001 are attached hereto and marked as Exhibit I. (George Garrett - Please provide these contracts. Are they the same contracts referenced in paragraph c above?)

b. Key Largo must be able to provide an audit trail identifying that funds have been used to replace cesspits equivalent to approximately $10,100 per cesspit replaced.

c. The County will continue to administer these funds. (George Garrett - How will these funds be disbursed? For example, in advance of work or upon confirmed completion?)

4. County Match to Cesspit Grant. The County agrees to match the DCA Cesspit Grant in the amount of approximately $929,527.

a. This amount is dependent on remaining dollars from the Cesspit Identification and Elimination Grant Program, currently administered by the Florida Department of Health for the County. (George Garrett - Is there any way to confirm this amount? How is it determined what is remaining from this program?)

b. These funds were originally used as a match to State Cesspit replacement dollars, but they do not have to be utilized for replacement.

5. County Capital Infrastructure Funds. Pursuant to County Resolution 349-2002, attached hereto and marked as Exhibit D, the County agrees to fund Key Largo in the amount of $356,000 for engineering, planning, legal and administrative expenses during fiscal year 2003/2004. These funds are to be transferred within 30 days of execution of this Agreement. (George Garrett - Is this possible?)

a. A portion of these funds are currently being utilized to pay Boyle Engineering for engineering design on the collection system for the entire Key Largo Park area.

b. The County, with Key Largo's concurrence, will continue to provide these funds directly to Boyle until design work and other...
obligations are completed. *(GEORGE GARRETT – IS THERE A NOT-TO-EXCEED FEE ASSOCIATED WITH THIS?)*

6. **County Land Authority Funds.** These funds ($856,000) have been expended and the land will be transferred to Key Largo on ______________. *(GEORGE GARRETT - CAN WE HAVE A DATE OR AN OCCURRENCE TO TRIGGER TRANSFER HERE?)*

**B.** The County agrees to consider adopting a *Municipal Services Taxing Unit* ("MSTU") for Key Largo, *pursuant to Key Largo’s Amended Resolution 2003-4*. This item will be placed on the County Commission meeting agenda in February for advertisement in order to be heard in March. *(GEORGE GARRETT – WE WERE TOLD THIS WOULD BE ON THE COUNTY’S FEB. 19TH AGENDA. WE TRANSMITTED THE RESOLUTION TO THE BOCC MEMBERS ON FEBRUARY 3RD. CAN THIS HAPPEN?)*

**C.** The County agrees to provide Key Largo with a loan *or a grant* to fund the remainder of Fiscal Year 2003 in the amount of $350,425.

1. The Interlocal Agreement between the County and Key Largo entered into on December 18, 2002, is attached hereto and marked as Exhibit H. Pursuant to the terms of this Agreement, the County provided Key Largo with an administrative loan in the amount of $100,000. *(GEORGE – WHY DO YOU SUGGEST VOIDING THAT AGREEMENT? I REMOVED THAT LANGUAGE. JUST MAKE IT A PART OF THIS AGREEMENT BY ATTACHING IT?)*

2. Pursuant to Key Largo’s Fiscal Year 2003 budget, attached hereto and marked as Exhibit I, the estimated additional funding shortfall is $250,425. Thus, Key Largo’s total adopted budget for Fiscal Year 2003 is $350,425 and the County agrees to provide this amount as a loan *or a grant* to Key Largo.

3. Key Largo is required to, *and has in fact established* a federally-insured account for the funds at a financial institution authorized by State law to receive deposits of public funds. Key Largo must deposit the funds in said account.

4. *Unless otherwise agreed to by the County and Key Largo,* Key Largo must repay the $350,425 *pursuant to a written agreement* to the County within five (5) years from the date the County tenders the funds to the District, together with interest at the adjusted rate per annum established by the State Revolving Loan Fund calculated from the date the County tenders the $350,425 to Key Largo.

**B. Transfer of Real Property.**
1. The County agrees to transfer the land known as the “Mile Marker 100.5” Parcel to Key Largo for the purposes of establishing a wastewater treatment plant or for any other function associated with the legitimate business of Key Largo. *(GEORGE GARRETT – SAME AS ABOVE, CAN WE HAVE A DATE HERE?)*

2. As identified in documents provided by the U.S. Fish & Wildlife Service (“FWS”) and FEMA, attached hereto and marked as Exhibits J & K *(GEORGE GARRETT – PLEASE PROVIDE)*, approximately two (2) acres of Mile Marker 100.5 property may be utilized for wastewater treatment plant construction.

3. Key Largo agrees to meet all conditions of the FWS letter of coordination with FEMA, including all mitigation requirements. *(GEORGE GARRETT – PLEASE PROVIDE THIS LETTER – IS THIS GOING TO BE EXHIBIT J OR K?)*

4. The County will retain a conservation easement in perpetuity on the remaining portion of the property not intended for construction.

C. Affordability and Financing Obligations.

1. FEMA requires that the County meet Environmental Justice standards relating to project affordability in order to receive FEMA funds for Key Largo Trailer Village.

2. The County believes that the Environmental Justice criteria will be necessary at a minimum throughout the County to provide grant funds to Low and Very Low Income homesteaded property owners and has adopted a policy in this regard, pursuant to Resolution 306-2002, attached hereto and marked as Exhibit L *(GEORGE GARRETT – PLEASE PROVIDE A COPY OF THIS RESOLUTION)*. The County has defined Low and Very Low Income levels in accordance with the HUD definition of 80% and 50%, respectively, of the median household income for the County. The Commission adopted this standard based on staff recommendations, attached hereto and marked as Exhibit M. *(GEORGE GARRETT – PLEASE PROVIDE)*.

3. The County and Key Largo have adopted a guideline for wastewater system hook-up fees of $2,700 and monthly Operation and Maintenance Fees of $35. These figures do not include the on-site decommissioning of existing wastewater systems or of the amortization into monthly fees of any capital costs (hook-up fees).

4. The County will adopt an Ordinance establishing a revolving loan fund and low and very low income grant programs by mid-2003 and will work with Key Largo and the Authority to ensure that the programs adopted and implemented are fair and equitable across wastewater jurisdictions.
D. Assistance during transition. The County agrees to continue working with Key Largo, as is reasonable, to effect an orderly transition in the governance of Key Largo wastewater services.

SECTION 2.04. DUTIES AND RESPONSIBILITIES OF KEY LARGO.

A. Financial Commitment.

1. Key Largo must establish, and has established, a federally-insured account for the funds received by the County at a financial institution authorized by State law to receive deposits of public funds. The District must deposit the County loan funds or other funds provided directly to Key Largo in said account.

2. Unless otherwise agreed to by the County and Key Largo, Key Largo must repay the County’s local share commitment to the Key Largo Trailer Village project as users are asked to connect to the system and Key Largo collects connection fees. Payments may be made on a regular basis as connection fees are collected, pursuant to a written agreement.

3. Unless otherwise agreed to by the County and Key Largo, Key Largo must repay the $350,425 loan from the County within five (5) years from the date the County tenders the funds to Key Largo, per written agreement, together with interest at the adjusted rate per annum established by the State Revolving Loan Fund, calculated from the date the County tenders the $350,425 to Key Largo.

B. Affordability and Financing Obligations. Key Largo agrees to adopt similar affordability and user financing standards as provided in Exhibit L attached hereto and contemplated in the near future by the County, including the establishment of low interest revolving loan fund programs or grant programs for low and very low income homesteaded households.

C. Records.

1. Key Largo must keep records pertaining to County loans and any other funds provided to Key Largo in accordance with standard government accounting practices.

2. Said records must be available for public scrutiny during regular hours of operation and must be available within a reasonable time to auditors employed by the County or the Clerk of the Circuit Court upon request.

D. Projected Commitment.
Key Largo acknowledges the time and financial commitment put into completing the Key Largo Trailer Village and the Key Largo Park projects to date by the County and the Authority.

1. To the best of its ability, Key Largo commits to completing the Key Largo Trailer Village and Key Largo Park projects within the constraints of the funds appropriated to date.

2. Key Largo agrees to pursue agreements through FEMA and DCA to have committed Phase II funds for initiating and completing construction of Key Largo Trailer Village as the Authority completes its commitment for Phase I funds to develop and follow through with engineering documents for Key Largo Trailer Village.

ARTICLE III
GENERAL PROVISIONS

SECTION 3.01. RECORDING; EFFECTIVE DATE.

A. This Agreement, and any amendment hereto, shall be filed with the Clerk of the Circuit Court for Monroe County, Florida, as required by Section 163.01(11), Florida Statutes.

B. This Agreement shall become effective upon execution hereof by the County, the Authority and Key Largo as provided herein.

C. This Agreement must be approved by FEMA and the Department of Environmental Protection of the State of Florida.

SECTION 3.02. AMENDMENT.

This Agreement shall not be modified or altered except by another written agreement executed by the County, the Authority and Key Largo.

IN WITNESS WHEREOF, the County, the Authority and Key Largo have caused this Interlocal Agreement to be duly executed and entered into on the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

(SEAL)
Danny L. Kolhage, Clerk
By: ______________________________
   Deputy Clerk

By: ______________________________
   Mayor/Chairperson

(Seal)

THE FLORIDA KEYS AQUEDUCT
AUTHORITY

By: ______________________________
   Chairman

ATTEST:

_______________________________
   Clerk

(Seal)

KEY LARGO WASTEWATER
TREATMENT DISTRICT

By: ______________________________
   Chairman

ATTEST:

Clerk
Office Locations

Main Office
530 Whitehead Street #101
Key West, Florida 33040-6577
(305) 292-3416

Marathon Government
Annex
490 63rd Street, Ocean,
Suite 130
Marathon, Florida 33050
(305) 289-6017

Plantation Key Government
Center
88820 Overseas Highway
Tavernier, Florida 33070
(305) 852-7106

TOP ^^
Faith Doyle

From: Hanson-Donna@monroecounty-fl.com
Sent: Monday, February 03, 2003 3:26 PM
To: adukes@llw-law.com
Cc: fdoyle@govmserv.com
Subject: RE: KEY LARGO SEWER BOARD

YES.

FAITH, PLEASE HANDLE

> ----------
> From: Amy Dukes [SMTP: adukes@llw-law.com]
> Sent: Monday, February 03, 2003 3:24 PM
> To: Hanson-Donna@monroecounty-fl.com; fdoyle@govmserv.com
> Subject: RE: KEY LARGO SEWER BOARD
> 
> Is SB the Key Largo Wastewater Treatment District? If so, I would direct
> Faith to do that if she can. Thanks.
> 
> ----Original Message-----
> From: Hanson-Donna@monroecounty-fl.com
> [mailto:Hanson-Donna@monroecounty-fl.com]
> Sent: Monday, February 03, 2003 2:28 PM
> To: fdoyle@govmserv.com
> Cc: Amy Dukes
> Subject: KEY LARGO SEWER BOARD
> 
> Hi ladies,
> I just received a call from the Monroe County Elections Office.
> They want to put info (phone, address, etc.) about the SB in their
> upcoming brochure. This brochure lists all elected officials and their
> addresses, phone #’s, email addresses and date their term expires.
> I’m not sure what should be included so could one of you call
> the supervisor and take care of this?
> Joyce Griffin -
> Supervisor of Elections Office
> (305) 292-
> Email: rjg@keyselections.org
> 
> Thanks.
> 
> Donna Hanson
> Executive Assistant to
> Mayor Pro Tem Murray Nelson