MINUTES

CALL TO ORDER (A)
Chairman Asdourian called the meeting to order at 4:00 PM.

PLEDGE OF ALLEGIANCE (B)
Commissioner Majeska led the Pledge of Allegiance.

ROLL CALL (C)
Present were Chairman Asdourian and Commissioners Andrew Tobin, Susan Heim, Robert Majeska and Stephen Gibbs. Also present were General Manager, Peter Rosasco, General Counsel, Nicholas Mulick, District Clerk, Diane Bockelman, and District Managers.

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)
Approval of Agenda (D-1)

Commissioner Tobin requested the deletion of Item N-3.

Mr. Rosasco requested G-3 be moved to Item G-1.

Motion: Commissioner Heim made a motion to approve the agenda as amended, and Commissioner Gibbs seconded the motion. The motion passed without objection.

PUBLIC COMMENT (E)
No speakers.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS (F)
Minutes of September 4, 2018 (F-1)

Motion: Commissioner Gibbs made a motion to approve the minutes of September 4, 2018, and Commissioner Majeska seconded the motion. The motion passed without objection.

GENERAL MANAGER’S REPORT (G)
Discussion of Legal Counsel Contract (G-1)
Mr. Rosasco presented an amended legal counsel contract and opened the topic for Board discussion. This item will be brought back for action at the next Board meeting.
Notification of Emergency Purchase – Mixer Float/Volute Assembly (G-2)
Mr. Rosasco informed the Board that an emergency purchase was made for an intake volute assembly as recommended by District Engineer Ed Castle.

Office Available for Board Members (G-3)
Mr. Rosasco informed the Board that an office is available for use by the Commissioners.

BUDGET AND FINANCE REPORT (H)
Fiscal Year 2019 Proposed Budget (H-1)
Mr. Rosasco and Ms. Connie Fazio, Senior Finance Manager, presented the fiscal year 2019 budget for the Board's consideration.

Motion: Commissioner Gibbs made a motion to approve the proposed fiscal year 2019, and Commissioner Heim seconded the motion.

Vote on Motion
  Commissioner Gibbs - Aye
  Commissioner Heim - Aye
  Commissioner Majeska - Aye
  Commissioner Tobin - Aye
  Chairman Asdourian - Aye
Motion Passed: 5 to 0

ADMIN AND CUSTOMER SERVICE REPORT (I)
2018 Tax Roll Update (I-1)
Ms. Bockelman informed the Board that wastewater assessment installments have been processed and provided to the Monroe County Tax Collector for inclusion on the 2018 tax bill.

Reversal of Waiver - AK#1549550 – 118 Harry Harris Drive (I-2)
Ms. Bockelman presented a request by the owner of the property located at 118 Harry Harris Drive for reversal of waiver and reinstatement of wastewater service. Staff recommended approval of request.

Motion: Commissioner Tobin made a motion to approve Staff's recommendation, and Commissioner Majeska seconded the motion.

Vote on Motion
  Commissioner Tobin - Aye
  Commissioner Majeska - Aye
  Commissioner Gibbs - Aye
  Commissioner Heim - Aye
  Chairman Asdourian - Aye
Motion Passed: 5 to 0
OPERATIONS REPORT (J)
No report.

CONSTRUCTION REPORT (K)
No report.

ENGINEER’S REPORT (L)
Deep Injection Well Mechanical Integrity Testing Proposal (L-1)
Mr. Castle gave a presentation on the Deep Injection Well Mechanical Integrity Testing project and recommended that the District award the project to the highest ranked proposer, A.C. Schulties of Florida, Inc., in the amount of $38,100.00.

Motion: Commissioner Heim made a motion to award the Deep Injection Well Mechanical Integrity Testing project to A.C. Schulties of Florida, Inc., in the amount of $38,100.00, and Commissioner Tobin seconded the motion.

Vote on Motion
   Commissioner Heim - Aye
   Commissioner Tobin - Aye
   Commissioner Gibbs - Aye
   Commissioner Majeska - Aye
   Chairman Asdourian - Aye
Motion Passed: 5 to 0

Weiler Work Authorizations (L-2)
Mr. Castle presented Weiler Work Authorizations for Capital Projects & Construction Services, WWTP Engineering Services, Field Ops Engineering Services and Admin Engineering Services and requested approval.

Commissioner Tobin left the meeting at 5:49 PM.

Motion: Commissioner Majeska made a motion to approve Weiler’s Work Authorizations, and Commissioner Heim seconded the motion.

Vote on Motion
   Commissioner Majeska - Aye
   Commissioner Heim - Aye
   Commissioner Gibbs - Abstain
   Chairman Asdourian - Aye
Motion Passed: 3 to 0

LEGAL REPORT (M)
No report.
COMMISSIONER’S ITEMS (N)
Emails (Commissioner Heim) (N-1)
Commissioner Heim requested that this item be discussed at the next Board meeting.

Ray Giglio Phone (Commissioner Heim) (N-2)
Commissioner Heim withdrew her request.

Part-time Employment of Ray Giglio, Esq. (Commissioner Tobin) (N-3)
Item was deleted due to the absence of Commissioner Tobin.

ROUNDTABLE DISCUSSION (O)
Unfinished Business (O-1)
None.

ADJOURNMENT (P)
The Meeting was adjourned at 5:53 PM.

David Asbourian, Chairman
Diane Bockelman, Clerk
Seal
RESOLUTION NO. 14-09-18

A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REQUEST OF LUIS M. ARCOS AND MIRTHA
U. PEREZ FOR THE REINSTATMENT OF ASSESSMENT OF
ONE TAX PARCEL TO THE 2009 NON-AD VALOREM
ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN
EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District ("District") assessed the parcel
listed below in Section 1 by Resolution 20-05-09 dated May 19, 2009, ("the Parcel"); and

WHEREAS, the Monroe County Land Authority ("Land Authority") previously requested
that the District exclude the Parcel from the District’s Assessment roll and waive the Assessments
levied against the Parcel on the grounds that, upon acquisition of title to the Parcel by the Land
Authority, the Parcel cannot and/or will not receive Wastewater Service; and

WHEREAS, the District adopted Resolution No. 15-05-17 approving the request to
remove the Parcel from the District’s Assessment roll and waive the balance of the outstanding
assessments, conditioned upon acquisition of title of the Parcel by the Land Authority, which was
filed in the Office of the Clerk of the Circuit Court of Monroe County, State of Florida, in Official
Records Book Number 2861, at Page 448 on the 23rd day of June, 2017; and

WHEREAS, the Land Authority did not acquire title to the Parcel and the current Owners
have requested that the District reinstate wastewater service to the previously waived Parcel; and

WHEREAS, Resolution No. 15-05-17 requires Owners of this previously waived Parcel,
who later desire wastewater service be provided to the tax parcel, or develop the parcel(s) with any
structure capable of producing wastewater, to pay all direct and indirect District costs of providing
service, as well as, any unpaid portions of the waived assessment, including System Development
Charge (SDC), in accordance with Resolution Number 15-05-17.

WHEREAS, the District approves the request of the current parcel owner, Luis M Arcos
and Mirtha U. Perez to reverse the waiver on the parcel described in Section 1.

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

Section 1.
PARCEL ID: 00449920-000000
AK NO. 1549550
PARCEL DESCRIPTION: BK 8 LT 5 HARRIS OCEAN PK ESTATES FIRST ADDN KEY
LARGO PB4-139 OR330-536 OR1362-1279 OR1981-1997
OR1997-242 OR1997-243RES OR2890-2169/74 OR2899-1207/08
**Section 2.** The request to reinstate the Parcel assessment is hereby granted and Resolution number 20-05-09 dated May 19, 2009 (The 2009 Final Assessment Resolution), Section 3.01 (Assessment Roll) shall be amended to include the Parcel listed in Section 1 above.

**Section 3.** The owner has paid the SDC of $4,160.00, plus additional costs of $0.00, plus an administrative fee of $0.00 for a total of $4,160.00.

**Section 4.** APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

**Section 5.** AUTHORIZATION OF DISTRICT OFFICIALS. The General Manager and/or his designee(s) are authorized to take all actions necessary to implement the terms and conditions of this resolution.

**RESOLVED AND ADOPTED THIS 18th DAY OF SEPTEMBER, 2018**

The foregoing RESOLUTION was offered by Commissioner [Tobin], who moved its approval. The motion was seconded by Commissioner [majeska], and being put to a vote the result was as follows:

<table>
<thead>
<tr>
<th>Chairman Asdourian</th>
<th>AYE</th>
<th>NAY</th>
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<tbody>
<tr>
<td>Commissioner Gibbs</td>
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<td>Commissioner Tobin</td>
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The Chairman thereupon declared this Resolution duly passed and adopted the 18th day of September, 2018.

KEY LARGO WASTEWATER TREATMENT DISTRICT

David Asdourian, Chairman

ATTEST: 

Diane Bockelman, District Clerk

Approved to as to form and legal sufficiency

Nicholas W. Mulick, District Counsel

SEAL
PART 1 GENERAL

1.01 THIS AGREEMENT, made this 10th day of October, 2013, by and between 1) Key Largo Wastewater Treatment District, hereinafter called the Owner, and 2) A.C. Shutes & Sons of Florida Inc., doing business as a sole proprietor, and hereinafter called the Contractor.

1) Name of Owner
2) Name of Contractor
3) Corporation, Partnership, Sole Proprietor

1.02 The Owner and Contractor agree as follows:

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Instructions to Respondents, Contractor’s Proposal, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the KL WTD Deep Injection Well Mechanical Integrity Testing.

C. Contract Time

The Contractor shall begin work within 30 days after the issuance of a written Notice to Proceed and shall achieve substantial completion of the work within 180 calendar days from the date of the Notice to Proceed. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion. See also Supplementary Condition, Appendix 2 & 3, SC-12.02.C-E.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially
complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $1000 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (¼) of the rate set forth above.

E. Contract Price

Lump Sum Price Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual, constructed quantities; the Total Contract Price of Three hundred sixty-eight thousand one hundred _368,100__ Dollars ($368,100.00). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Proposal, which shall be as fully a part of the Contract as if attached or repeated herein.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions (Appendix 1, 2, and 3).

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security under Section Fla. Stat. §218.375 (2005) until 50 percent completion of the Work. After 50 percent completion of the Work, as determined by the Engineer, the rate will be reduced to 5 percent withheld from each subsequent progress payment made to the contractor.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:
AC Schultes of Florida Inc. dba Jaffer Well Drilling

Name of Firm

By (Signature)
Najib B Halwani President
Printed Name and Title

ATTEST:

By (Signature)
Silvana Sinning Office Manager
Printed Name and Title

OWNER:
Key Largo Wastewater Treatment District

Name of Owner

By (Signature)
Peter Rosasco, General Manager
Printed Name and Title

ATTEST:

By (Signature)
Diane Borchers, District Clerk
Printed Name and Title

END OF FORM
WORK AUTHORIZATION WEC 19-04

a
Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District)
an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE:  KWLTD Admin Engineering Services

PROJECT COST:  Hourly (Not to Exceed $26,135 FY 2019)

PROJECT SCHEDULE:  As directed by the District

PROJECT BILLING SCHEDULE:  See EXHIBIT A

Edward R. Castle, Vice Pres.
The Weiler Engineering Corp.
6805 Overseas Highway
Marathon, FL 33050

David Asdourian, Chairman
KWLTD
Post Office Box 491
Key Largo, FL 33037

Witness:

Diane Bockelman, Clerk
KWLTD

Date:  9/18/18
Weiler Engineering's Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) is the service provider for wastewater for the property owners within the District’s service area and provide treatment and disposal for the wastewater from Islamorada, Village of Islands. From time to time, the District requires opinions, reports, studies, designs and other professional engineering services in support of the District’s operations. The District currently has a Contract for Consulting/Professional Service by and between the Key Largo Wastewater Treatment District and The Weiler Engineering Corporation (WEC). WEC, as the District's general consulting engineering professional, will perform various engineering duties as assigned by the District. These duties may include but are not limited to:

- Consult with the District's General Manager
- Provide engineering and consulting services on an as-needed basis as directed by the General Manager
- Perform reviews and recommend approvals for FDEP construction permit application packages for Islamorada connections
- Perform reviews and recommend approvals for FDEP Approval for Use applications, including review of Engineer’s Conditions Reports, testing records and record drawings for Islamorada connections

WEC will be compensated for these services according to the rates specified in Exhibit A. WEC will submit invoices monthly for WWTP General Engineering Consulting Services provide in the previous period. WEC will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.
**WEILER ENGINEERING FEE SCHEDULE**

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WORK AUTHORIZATION WEC 19-03

Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District)
an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Field Operations Engineering Services
PROJECT COST: Hourly (Not to Exceed $55,760 FY 2019)
PROJECT SCHEDULE: As directed by the District
PROJECT BILLING SCHEDULE: See EXHIBIT A

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

David Asdourian, Chairman
District
Post Office Box 491
Key Largo, FL 33037

Witness:

Diane Bockelman, Clerk
KLWTD

Date: 9/18/18
Weiler Engineering's Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) operates, maintains, modifies and upgrades the District wastewater collection and transmission systems located throughout the District’s service area. From time to time, the District requires opinions, reports, studies, designs and other professional engineering services in support of the Collection System. The District currently has a Contract for Consulting/Professional Service by and between the Key Largo Wastewater Treatment District and The Weiler Engineering Corporation (WEC). WEC, as the District’s general consulting engineering professional, will perform various engineering duties as assigned by the District. In addition, WEC will provide Ed Castle to consulting services to routine Field Operations, as needed by the District. These duties may include but are not limited to:

- Provide professional consulting assistance to the District's staff in operation and maintenance of the wastewater collection and transmission systems
- Assist the District's financial staff in preparation of annual capital and operating budgets for Field Operations
- Assist the District in establishing policies and procedures for operation and maintenance of the collection and transmission systems
- Assist the District in planning for expansions, upgrades, and modifications to the collection and transmission systems
- Provide reviews of plans for private or public collection systems connecting to the District's collection and transmission systems
- Assist the District in identification and correction of inflow and infiltration
- Assist the District's staff in permitting issues and compliance issues as needed
- Consult with the District's Board members, General Manager and other staff as needed
• Meet at least weekly with the Field Operations Manager to review and discuss the status of operations and compliance in the collection system, including:

  ✤ Vacuum pump stations performance, including run times of vacuum pumps and sewage pumps, changes in flow or increasing salinity, odor, noise or other nuisance issues
  ✤ Review the logs of alarm calls from vacuum stations and discuss trends and frequencies with the Field Operations Manager
  ✤ Review the logs of trouble calls from residents and discuss trends and frequencies with the Field Operations Manager, attempt to determine causes to help reduce recurrences
  ✤ General maintenance issues and any upcoming corrective maintenance or emergency maintenance needs
  ✤ Updates on any small projects and new connections

• Assist the Field Operations Manager in preparation of annual capital and operating budgets

• Review and edit Standard Operating Procedures for operation and maintenance prepared by the Field Operations Manager and support staff

• Assist the Field Operations Manager in planning for expansions, upgrades, and modifications to the vacuum pump stations, submersible pump stations and collection and transmission systems

• Perform studies, provide reports and provide consultation on miscellaneous topics as directed

WEC will be compensated for these services according to the rates specified in Exhibit A. WEC will submit invoices monthly for WWTP General Engineering Consulting Services provide in the previous period. WEC will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.
**EXHIBIT A**

**WEILER ENGINEERING FEE SCHEDULE**

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WORK AUTHORIZATION WEC 19-02

A Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District) an independent special district created by Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Wastewater Plant Engineering Services

PROJECT COST: Hourly (Not to Exceed $51,838 FY 2019)

PROJECT SCHEDULE: As directed by the District

PROJECT BILLING SCHEDULE: See EXHIBIT A

Edward R. Castle, Vice Pres.
The Weiler Engineering Corp.
6805 Overseas Highway
Marathon, FL 33050

David Asdourian, Chairman
KLWTD
Post Office Box 491
Key Largo, FL 33037

Witness:

Diane Bockelman, Clerk

Date: 9/18/18
Weiler Engineering's Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) operates, maintains, modifies and upgrades the District wastewater treatment and disposal system located at the WWTP site. From time to time, the District requires opinions, reports, studies and other professional engineering services in support of the WWTP operations. The District currently has a Contract for Consulting/Professional Services by and between the Key Largo Wastewater Treatment District and The Weiler Engineering Corporation (WEC). WEC, as the District's general consulting engineering professional, will perform various engineering duties as assigned by the District. In addition, WEC will provide Ed Castle to perform duties in support of the wastewater treatment plant operations, as needed by the District. WEC’s duties may include but are not limited to:

- Attend District Board meetings
- Participate in weekly staff meetings
- Provide professional consulting assistance to the District's staff in operation and maintenance of the wastewater treatment and disposal systems
- Assist the District's financial staff in preparation of annual capital and operating budgets
- Assist the District in establishing policies and procedures for operation and maintenance
- Assist the District in planning for expansions, upgrades, and modifications to the WWTP
- Assist the District's staff in permitting issues and compliance issues as needed
- Consult with the District's Board members, General Manager and other staff as needed
- Prepare Construction and Engineering sections of the Monthly Status
Reports and other documentation as required for the Board meetings

- Perform studies, provide reports and provide consultation on miscellaneous topics as directed

- Meet at least weekly with the Operations Manager to review and discuss the status of operations and compliance at the facility, including:
  
  - Influent flows and characteristics and any non-routine issues such as odors, grit accumulation, salinity increases and influent strength
  - SBR performance data and trending including DO trends, cycle timing, MLSS concentration and settling characteristics, chemical usage and any non-routine occurrences
  - Filtration and disinfection process performance
  - Effluent flows and disposal performance
  - General maintenance issues and any upcoming corrective maintenance or emergency maintenance needs
  - Status of FDEP reporting and compliance

- Assist the Operations Manager in preparation of annual capital and operating budgets

- Review and edit Standard Operating Procedures for operation and maintenance prepared by the Operations Manager and support staff

WEC will be compensated for these services according to the rates specified in Exhibit A. WEC will submit invoices monthly for WWTP General Engineering Consulting Services provided in the previous period. WEC will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.
## EXHIBIT A

### WEILER ENGINEERING FEE SCHEDULE

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WORK AUTHORIZATION WEC 19-01
Professional Services Agreement Between the

Key Largo Wastewater Treatment District
(District) an independent special district created
by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Capital Projects & Construction Services
PROJECT COST: Hourly (Not to Exceed $186,660 for FY 2019)
PROJECT SCHEDULE: As needed and directed by the District
PROJECT BILLING: See EXHIBIT A

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

David Asdourian, Chairman
KLWTD
103355 Overseas Highway
Key Largo, FL 33037

Witness:
Diane Bockelman, Clerk
KLWTD

Date: 9/18/18
WORK AUTHORIZATION WEC 19-01

CAPITAL PROJECTS DESIGN AND CONSTRUCTION ENGINEERING SERVICES

Weiler Engineering’s Scope of Services

The Key Largo Wastewater Treatment District (District) provides wastewater collection, transmission, treatment and disposal services for the District and provides treatment and disposal for the wastewater from Islamorada, Village of Islands (Village). In order to provide these services, the District must construct and maintain the infrastructure necessary to collect, treat and dispose of the wastewater. The District will be undertaking various construction projects in FY 2019 and future years.

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

- Provide engineering design for the funded capital projects for FY 2019. The design services will include design, technical specifications and bidding assistance as needed
- Review and rank proposals from Contractors for construction tasks based on qualifications, references and pricing. The ranking will be submitted to the District for review and selection of Contractor(s).
- After selection and award of contract to Contractor(s), conduct Pre-Construction Meeting(s) with the Designer, Contractor(s), Representatives of local utilities, FDOT, District Staff and other interested parties.
- Review shop drawings and submittals provided by the Contractor(s) and approve such documents after determining compliance with the Designer's drawings and specifications.
- Conduct Construction Progress Meetings throughout the entirety of the construction project.
- Interact with the Designer and the Contractor(s) in response to Requests for Clarification by the Contractor(s) regarding the design, as well as serve as the District's liaison to the Designer for other construction issues.
- Participate in start-up of the constructed infrastructure, as applicable.
- Review record drawings, and final close-out documents on completion of the projects. At the District's option, WEC may produce final record drawings based on the Contractor(s)'s record drawings as maintained in the field.

WEC will perform daily construction observation services or may rely on information provided by the District's General Manager and District Staff, should the District elect to provide daily construction observation services, with the agreement of WEC. The observation service may include:
Preparing daily, weekly, and monthly inspection reports;  
Maintaining construction record field data; and  
Generating construction progress reports as required by the District.

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

**Basic Services**

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

1. **Design.** WEC will consult with the District to define the capital projects and will produce design drawing to include Civil, Structural and Electrical engineering design as needed. Drawing will be produced in AutoCAD on 22" X 34" sheets. Final drawings will be signed and sealed and will be provided in both paper and PDF format.

2. **Technical Specifications.** Technical specifications for the project will be produced to cover all aspects of the work. The technical specifications will be reviewed and will be signed and sealed by a licensed professional engineer. The technical specifications will be provided both in hard copy and in PDF format.

3. **Bidding Assistance.** WEC will prepare the RFP documents using the District's standard RFP format. The RFP will include the bid form and other forms and will include the Standard General Conditions, Supplementary Conditions and the FDEP Supplementary conditions as well as a construction cost estimate. The RFP will be prepared in PDF format, ready for uploading to DemandStar for advertising.

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

1. **General Administration of Construction Contract.** Consult with District and act as the District's representative as provided in the Agreement and the Construction Contract between the District and the Contractor(s). All of District's instructions to the Contractor(s) will be issued through WEC, who shall have authority to act on behalf of District in dealings with the Contractor(s) to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.

2. **Resident Project Representative (RPR).** Provide the services of an RPR, on an as-needed basis to supplement District inspections, at the North Component construction sites to provide more extensive observation of the Contractor(s)'s work. Duties, responsibilities, and authority of the RPR are as outlined in Exhibit B.

3. **Pre-Construction Conference.** Conduct the Pre-Construction Conference prior to commencement of Work at the Site.

4. **Visits to Site and Observation of Construction.** Make visits to the Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.

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

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

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

8. **Shop Drawings and Samples.** Review and approve or take other appropriate action in respect to shop drawings, samples and other data which the Contractor(s) is required to submit.

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

10. **Inspections and Tests.** Assure that the Contractor(s) has required such special inspections or tests of the Contractor(s)'s work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.

11. **Disagreements between the District and Contractor(s).** Render formal written decisions on all claims of the District and Contractor(s) relating to the acceptability of Contractor(s)'s work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor(s)'s work.

12. **Applications for Payment.** Review Contractor(s)' Applications for Payment and all accompanying support documentation.

13. **Contractor(s)'s Completion Documents.**
   a. Review maintenance and operating instructions, schedules, and guarantees received from the Contractor(s).
   b. From the Contractor(s), receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by the Contractor(s) to obtain final payment.
   c. WEC shall transmit these documents to the District.

14. **Substantial Completion.** Promptly after notice from the Contractor(s) that the entire work is ready for its intended use, in company with the Contractor(s), conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of the District, WEC considers the Work Substantially Complete, WEC shall review a certificate of Substantial Completion delivered by the Contractor(s) to the District.

15. **Final Notice of Acceptability.** Conduct a final inspection to determine if the completed Work of the Contractor(s) is acceptable so that WEC may recommend, in writing, final payment to the Contractor(s).
**Duration of Construction Phase:**
The fees for these services, as specifically set forth in EXHIBIT A will be charged on an hourly basis. The Construction Phase will commence with the execution of the Construction Agreement for the each Project or any part thereof and will terminate upon written recommendation by WEC for final payment to the Contractor(s) and acceptance by the District. WEC will not perform services under this Work Authorization that would exceed the FY 2019 "Not to Exceed" amount stated above, without prior written authorization from the District.
EXHIBIT A

WEILER ENGINEERING FEE SCHEDULE

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EXHIBIT B

Resident Project Representative

A. WEC shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist WEC in observing progress and quality of the Work. The District shall provide at least one staff employee to assist the RPR with inspections and other duties as directed by the RPR. The RPR, assistants, and other field staff as described within this Exhibit B may provide full time representation or may provide representation to a lesser degree, at the District's option, with deductions in billing to the District based on reduced services.

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

C. The duties and responsibilities of the RPR are limited to those of WEC in the Scope of Services and Contract for Consulting/Professional Services with the District and in the Contract Documents, and are further limited and described as follows:

1. **General:** RPR is WEC's agent at the Site, will act as directed by and under the supervision of WEC, and will confer with WEC regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor(s)'s work in progress shall in general be with WEC and the Contractor(s), keeping the District advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor(s). RPR shall generally communicate with the District with the knowledge of and under the direction of WEC.

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by the Contractor(s) and consult with WEC concerning acceptability.

3. **Conferences and Meetings:** Attend meetings with the Contractor(s), such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:** Serve as WEC's liaison with the Contractor(s), working principally through the Contractor(s)'s superintendent and assist in understanding the intent of the Contract Documents.
   
a. Assist WEC in serving as the District's liaison with the Contractor(s) when the Contractor(s)'s operations affect the District's on-Site operations.
   b. Assist in obtaining additional details or information from the District, when required for proper execution of the Work.

5. **Interpretation of Contract Documents:** Report to WEC when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor(s) clarifications and interpretations as issued by WEC.

6. **Shop Drawings and Samples:**
   
a. Record date of receipt of Samples and approved Shop Drawings.
   b. Receive Samples which are furnished at the Site by the Contractor(s), and notify WEC of availability of Samples for examination.
   c. Advise WEC and the Contractor(s) of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by WEC.

7. **Modifications:** Consider and evaluate the Contractor(s)'s suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to WEC. Transmit requests for modifications to the Designer as needed. Transmit to the Contractor(s) in writing decisions as issued by WEC and the Designer.

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

9. **Inspections: Tests and System Startups:**
   
a. Consult with WEC in advance of scheduled major inspections, tests, and system startups of important phases of the Work.
b. Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate District personnel, and that the Contractor(s) maintains adequate records thereof.

c. Observe, record, and report to WEC appropriate details relative to the test procedures and system startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to WEC.

10. Records:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, WEC's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to the Contractor(s), and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording the Contractor(s)'s hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to WEC.

c. Record names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to WEC.

11. Reports:

a. Furnish to WEC periodic reports as required of progress of the Work and of the Contractor(s)'s compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to WEC and the Designer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor(s).

c. Furnish to WEC and the District copies of all inspection, test, and system startup reports.

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

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

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

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

D. Resident Project Representative shall not:

   1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
   2. Exceed limitations of WEC's authority as set forth in the Agreement or the Contract Documents.
   3. Undertake any of the responsibilities of the Contractor(s), subcontractors, suppliers, or the Contractor(s)'s superintendent.
   4. Advise on issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor(s)'s work unless such advice or directions are specifically required by the Contract Documents.
   5. Advise on issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the District or the Contractor(s).
   6. Participate in specialized field or laboratory testing or inspections conducted off-site by others except as specifically authorized by WEC.
   7. Accept Shop Drawing or Sample submittals from anyone other than the Contractor(s).
8. Authorize the District to occupy the Project in whole or in part.