MINUTES

CALL TO ORDER (A)
Chairman Asdourian called the meeting to order at 4:01 PM.

PLEDGE OF ALLEGIANCE (B)
Mr. Ryan Dempsey led the Pledge of Allegiance.

ROLL CALL (C)
Present were Chairman David Asdourian and Commissioners Stephen Gibbs, Robert Majeska and Andrew Tobin. Commissioner Susan Heim appeared telephonically. 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)
- Mr. Mulick requested the addition of Item M-2, Request for Closed Session to Discuss Pending Litigation.
- Mr. Rosasco requested the addition of a discussion on FKWQIP D.C. Trip May 9th, as Item G-3.

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

PUBLIC COMMENT (E)
No speakers.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS (F)
Minutes of March 26, 2019 (F-1)

Motion: Commissioner Majeska made a motion to approve the minutes of March 26, 2019, and Commissioner Gibbs seconded the motion. The motion passed without objection.

GENERAL MANAGER’S REPORT (G)
Additional Debt Reduction Payment (G-1)
Mr. Rosasco recommended that the Board approve a debt reduction payment in the amount of $2,125,000.00 to be made with the next scheduled loan payment on April 15, 2019.
Motion: Commissioner Gibbs made a motion to approve a debt reduction payment to be made on April 15, 2019 in the amount of $2,125,000.00, 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

December Monthly Report (G-2)
Jered Primicerio, Plant Operations Manager, presented the wastewater treatment plant section. Mike Dempsey, Field Operations Manager, presented the field operations section. Ryan Dempsey, Maintenance Manager, presented the maintenance section. Ed Castle, District Engineering, presented the construction section. Kevin Becerra, Senior Support Analyst, presented the IT section. Diane Bockelman, Customer Service Manager, presented the administration and customer service section. Connie Fazio, Senior Finance Manager, presented the finance section.

FKWQIP D.C. Trip May 9th (G-3)
Mr. Rosasco informed the Board that the annual FKWQIP trip to Washington D.C. is scheduled for May 9th. The Board authorized Commissioners Gibbs and Majeska and Mr. Rosasco to attend the event.

BUDGET AND FINANCE REPORT (H)

KLWTD Emergency Compensation Resolution and Policy (H-1)
Mr. Rosasco proposed a District emergency compensation policy and opened the topic for Board discussion.

Motion: Commissioner Heim made a motion to approve Resolution 04-04-19, and Commissioner Gibbs seconded the motion.

Vote on Motion:
Commissioner Heim - Aye
Commissioner Gibbs - Aye
Commissioner Majeska - Aye
Commissioner Tobin - Nay
Chairman Asdourian - Aye
Motion Passed: 4 to 1

Rate Study Proposal (H-2)
Mr. Rosasco presented a proposal from Raftelis and PRMG for a wastewater rate study in the amount of $30,400.00. The Board requested that Mr. Rosasco review the proposal and eliminate any services that are not crucial so as to reduce the price. The matter will be brought back to the next meeting for action.

ADMIN AND CUSTOMER SERVICE REPORT (I)
No report.
OPERATIONS REPORT (J)
No report.

CONSTRUCTION REPORT (K)
No report.

ENGINEER’S REPORT (L)
No report.

LEGAL REPORT (M)
Calusa Campground Maintenance and Service Agreement (M-1)
Mr. Mulick presented the Maintenance and Service Agreement between the District and Calusa Campground Condominium Association for the Board’s review. The matter will be brought back to the next meeting for further discussion.

Request for Closed Session to Discuss Pending Litigation (M-2)
General Counsel Nicholas Mulick requested an attorney-client closed session regarding the matter of Fisherman’s Restaurant and Conference Center, LLC, Senor Frijoles, LLC, and Big Chill, LLC, vs. Key Largo Wastewater Treatment District, Case Number 19-CA-175-P to be held on April 16, 2019 at 5:30 PM which will conclude at approximately 5:50 PM. Attendees are Chairman David Asdourian and Commissioners Stephen Gibbs, Robert Majeska, Andrew Tobin and Susan Heim, the District’s General Manager, Peter Rosasco, District General Counsel, Nicholas Mulick and Consulting Counsel Ray Giglio.

Motion: Commissioner Gibbs made a motion to approve the attorney-client closed session, and Commissioner Tobin seconded the motion. The motion passed without objection.

COMMISSIONER’S ITEMS (N)
No report.

ROUNDTABLE DISCUSSION (O)
Unfinished Business (O-1)

ADJOURNMENT (P)
The Meeting was adjourned at 5:57 PM.

David Asdourian, Chairman

Diane Bockelman, Clerk

Seal
MAINTENANCE AND SERVICE AGREEMENT

THIS AGREEMENT is made and entered into, effective this ________ day of
______________, 2019, by and between the following Parties (collectively the “Parties”):

KEY LARGO WASTEWATER TREATMENT DISTRICT, an independent special
district created and incorporated by Ch. 2002-337, as amended, whose address is P.O. Box 491,
Key Largo, FL 33037 (hereinafter called the “District” or “KLWTD”), and

CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC. a Florida
corporation, not for profit, operating Calusa Campground according to the Declaration of
Condominium thereof recorded at Official Record Book 1521 at Page 1771 of the Public
Records of Monroe County, Florida, whose address is 325 Calusa Street, Key Largo, FL 33037
(hereinafter called “Calusa”).

WITNESSETH

WHEREAS, Calusa is the owner of certain property, known as Calusa Campground
(hereinafter called the "Property"), which is located in Monroe County, Florida within the
boundaries of the District and its service area; and

WHEREAS, the Property is a condominium consisting of privately owned single-lot
common-interest units as well as common areas that include but are not limited to laundry
facilities; and

WHEREAS, Calusa properly represents the interest of all of its unit owners pursuant to
Rule 1.221, Fla.R.Civ.P. and Chapter 718, F.S.; and

WHEREAS, Calusa has constructed a wastewater collection system on its Property
(hereinafter the “Calusa Collection System); and

WHEREAS, the Calusa Collection System is connected directly to the District’s sanitary
central sewer system; and

WHEREAS, functional problems with the Calusa Collection System could have a direct
impact on the District’s vacuum central sewer system; and
WHEREAS, the Parties acknowledge that the District can maintain the Calusa Collection System more effectively and more efficiently than Calusa or a private contractor; and

WHEREAS, for all of the above reasons, both parties agree it is in their mutual best interest that the District continue to maintain, repair, and service the Calusa Collection System subject to the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals are incorporated into this Agreement as if fully set forth in the body of this Agreement.

2. The District agrees to provide all required service, repair, and maintenance of the Calusa Collection System subject to, and in accordance with, the conditions outlined herein. For the purpose of this Agreement, “Calusa Collection System” means the area, equipment and facilities depicted on the attached site plan. Calusa’s portion of the Calusa Collection System consists of all other facilities and equipment located outside the area encompassed by the site plan.

3. The District will invoice Calusa quarterly for costs incurred by the District for routine maintenance and servicing of the Calusa Collection System, including personnel time, supplies, and administrative expenses in accordance with attached Schedule A. In accordance with Schedule A, the District will charge Calusa for the repair or replacement of parts and equipment in a separate invoice, payment for which is due within 30 days of issuance. The District reserves the right to review and revise Schedule A annually.

4. Calusa, and/or its private unit owners, shall be solely responsible for the cost of any and all operation, maintenance, and servicing of Calusa’s Portion of the Calusa Collection System, including, but not limited to, the cost of electricity to operate pumps or other equipment. The District shall have no responsibility for the operation, maintenance, repair, or replacement of Calusa’s Portion of the Calusa Collection System.

5. Notwithstanding the provisions of § 768.28, Florida Statutes, the participation of the District in this Agreement shall not be deemed a Waiver of Immunity to the extent of liability coverage, nor shall any amendment to this Agreement entered into by the District be deemed to contain any provision for Waiver.
6. Calusa hereby authorizes the District to undertake all steps necessary to continue the 
repair, maintenance and servicing of the Calusa Collection System and to remedy and 
repair any existing defects in the Calusa Collection System, including without 
limitation, excessive inflow and infiltration, and elevated salinity of the sewage.

7. Calusa hereby agrees to be bound by the terms and conditions of the District’s Rules 
and Regulations, including the discharge of prohibited materials as more fully 
described in the District Rules and Regulations available at: 

8. The District shall not be responsible for the repair or replacement of turf grass or turf 
on the Property due to normal wear and tear as a result of the District's operation and 
maintenance of the Calusa Collection System, including damage caused by vehicles 
or foot traffic.

9. The District shall not be responsible for any direct or consequential damage arising 
from the failure of any component of Calusa’s Portion of the Calusa Collection 
System, including without limitation, the Gravity Service Line (including the anti-
backflow device) or any plumbing located within any structure or recreational 
vehicle.

10. During the term of this Agreement, Calusa grants at no cost to the District and 
District's employees, agents, engineers, contractors and representatives, the free and 
uninterrupted access and right to use, repair, inspect, test, maintain, and service the 
Calusa Collection System on, upon, under and through the Property. Calusa shall 
immediately notify the District of any damage to or malfunction of the Calusa 
Collection System.

11. Calusa agrees to defend, indemnify and hold harmless the District, its officers and 
board members, its servants, agents and/or employees, from any and all claims in law 
or in equity for any injury or damage of any nature or kind whatsoever, including 
costs of investigation and defense and including, but not limited to, reasonable 
attorneys' fees, arising from the use, maintenance, repair or replacement of Calusa's 
Portion of the Collection System or from Calusa's negligent or willful actions with 
respect to the use of the Calusa Collection System pursuant to this Agreement.
12. Calusa hereby releases and forever discharges the District from any and all claims in law or in equity from any damage that may result from the flooding in any building or on any property that has plumbing fixtures, caused by blockage, or back flow of sewers occurring in Calusa's Portion of the System. Calusa, for itself and for Calusa's successors and assigns, hereby acknowledges its full responsibility for the operation, maintenance, repair or replacement of Calusa's Portion of the System, and further acknowledges that the District is not in any way responsible for such operation, maintenance, repair, or replacement of Calusa's Portion of the System.

13. In no event shall the District be liable for any incidental or consequential damages as a result of its maintenance, repair, or servicing of the Calusa Collection System pursuant to this Agreement.

14. Calusa agrees to amend its insurance policies such that the District is named as an additional insured, and provide proof such policies continuously maintain a minimum of $1,000,000.00 in liability coverage.

15. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto. All covenants and obligations contained in this Agreement shall be covenants and obligations running with the land and binding upon subsequent owners of the Property. This Agreement may be filed and recorded in the Office of the Recorder of Deeds of Monroe County, Florida, and indexed therein against Calusa and the Property for the purpose of giving notice to subsequent owners of the Property. Costs of filing and recording shall be paid by Calusa.

16. In addition to any costs incurred by Calusa pursuant to this Agreement, Calusa and individual unit owners shall continue to pay to the District all regular fees and expenses for sewer service in accordance with the established rate schedule for the District's sanitary sewer system.

17. Notwithstanding any other provision of this Agreement, either party may cancel this Agreement for any reason or for no reason, upon sixty (60) days written notice to the other at the address shown above.

18. If this Agreement is terminated by either Party, Calusa shall maintain and operate the Calusa Collection System in accordance with all rules, and regulations, including the District's Rules and Regulations and applicable DEP rules and regulations.
19. This Agreement represents the entire understanding between the Parties; and any representations, inducements, promises, or agreements, oral or otherwise, entered into prior to the execution of this Agreement are null and void and will not alter the conditions set forth herein. This Agreement may only be amended by an instrument in writing, duly executed by the parties.

20. This Agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County, Florida. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

21. If a dispute arises out of or related to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedure before resorting to arbitration. If the dispute cannot be resolved through negotiation or mediation, the parties agree that all disputes shall be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("the Rules"), and Judgment on the award rendered pursuant to the Rules may be entered in any Court having jurisdiction thereof. Costs of the mediation and/or arbitration shall be apportioned between the parties in accordance with the Rules. The party in whose favor an arbitration award is granted shall be entitled to reasonable attorney’s fees and costs. In any civil action brought by either party to enforce the arbitration award, the prevailing party shall be entitled to reasonable attorney’s fees, both direct and on appeal.

22. The Parties do hereby certify that any and all necessary resolutions of their respective governing boards that may be required to effectuate and validate the terms of this Agreement have been duly made and adopted.
23. This Agreement shall take effect on the last date that it is fully executed by the authorized officer of both of the Parties,

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in duplicate by their respective Authorized Officers.

CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

By: ________________________________
Print Name ______________________________
Title ________________________________

COUNTY OF MONROE
STATE OF FLORIDA

I HEREBY CERTIFY that on this ___ day of __________ 20___, before me, an officer duly authorized to take acknowledgments, personally appeared ________________,

_____________________________________,
known to me to be the person named in the foregoing instrument, who acknowledged executing same and who is/are personally known to me or produced ____________________________ as identification and who did/did not take an oath.

______________________________________ (Notary Seal)
Notary Public

______________________________________
Printed Name of Notary

My Commission Expires:
MAINTENANCE AND SERVICE AGREEMENT

SCHEDULE A

For routine maintenance and servicing of the Calusa Collection System, Calusa shall pay to the District the total sum of $20,000.00, which may be paid in four equal quarterly installments, for each year this Agreement remains in effect.

Routine maintenance and servicing does not include the repair or replacement of parts and equipment.

In the event the district determines, in its sole judgment, that it is necessary to repair or replace parts or equipment in order to maintain the integrity and functionality of the Calusa Collection System, Calusa shall be invoiced for labor, parts, and equipment at the following rates:

- Labor at $25.00 per hour; $37.50 per hour for overtime
- Parts and equipment at the District’s direct cost
- Administrative Fee at 20%

All invoices must be paid within 30 days of issuance. Any invoice paid after 30 days will accrue interest at the rate of 18% per annum until paid in full.

Failure to pay any invoice shall be deemed a material breach of this Agreement.
CONSTRUCTION VACUUM UTILITY STATION

CONTRACTOR SHALL STAKE ALL LOT CORNERS.

OPEN-CUT MOUNTS shall be TECHNICAL JOINTS AND BE RESTRICTED PER

THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN SEGMENTATION

THE CONTRACTOR IS RESPONSIBLE FOR PROMOTING ALL FINANCIAL AND

PLOTTERED FOR CONTRACTORS REFERENCE ONLY AND IT IS NOT

PUBLIC SEPARATION

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PUBLIC SEPARATION

SHALL NOT APPLY.
Where practical, up to 4 dwelling units may be connected to one vacuum chamber. All vacuum sewers shall be laid to the vacuum and connected with the use of laser beam output. Any PPE which has been designed to slope downward shall be continued to slope continuously downward. There shall be no abrupt sacs or belches in the vacuum. The maximum OCVTOK dedicated to plank elevation shall not exceed 0 feet in 100 feet of connection. This plus or minus tolerance applies to all pipe ootamcd from the connection of the contractor. Approval would be should the Engineer of Record approve the use of PPE. The PPE as staked. See separation details. Sheet 0-3. The contractor would be expected to verify allowed and the contractor would be required to verify.
CONSTRUCTED 6' 45° BEND

SEE SHEET C

CONSTRUCTED 4' ISOLATION VALVE

CONSTRUCTED (2X) 45° DRAIN VENTS

WHERE practical UP TO 4 DRAIN VENTS SHALL BE CONNECTED TO THE VACUUM CHAMBER.

ML VACUUM SEWERS SHALL BE UP TO THE UNDET AAO SPOUTS WITH THE VACUUM STATIONS.

VACUUM STATIONS SHALL NOT EXCEED 100 FEET OF ANT TANKS PLUS OR INCREASED TO ANY APPARENT TO ALL PIPES.

SPECIALIZED USE OF HOG. WOULD BE ALLOWED AND THE CONTRACTOR WOULD BE REQUIRED TO VERIFY SUCH THROUGH ELECTRICAL MEANS.

SUCH THROUGH ELECTRICAL MEANS WOULD BE CONTAINED IN THE PHYSICIAN WITH WATER, VENTS, AND APPURTENANCES ASSOCIATED WITH WATER PUMP, AND ALL OTHER APPURTENANCES.

THE CONTRACTOR SHALL MANUFACTURE AT ALL TIMES INDEPENDENT OF SEPARATION VACUUM maint CONSTRUCTION SHALL REQUIRE RESTRAINT ON VACUUM AT THE VENT FITTINGS AND APPURTENANCE LOCATIONS. SHEET 0-5 SHALL NOT APPLY.

FITTINGS ARE NOTED FOR CONTRACTORS REFERENCE ONLY AND IT IS NOT INTENDED TO SHOW ALL NECESSARY SYSTEM FITTINGS. THE CONTRACTOR IS RESPO NSIBLE FOR PROVIDING ALL FITTINGS AND RESTRAINT NECESSARY TO PROVIDE PROPER PUMPitto AND REQUIRED PIPE SEPARATION OR CONSTRUCTION.

UTILITY PLAN AND PROFILE ASBUILT

W. F. McCAIN A ASSOCIATES, INC

DATE 11/7/93

CALUSA CAMPGROUND WASTEWATER COLLECTION AND WATER DISTRIBUTION SYSTEM

MONROE COUNTY, FLORIDA

W. F. McCAN, PE

FAX: 305-777-7717

CONSTRUCTION AND WATER DISTRIBUTION SYSTEM

CALUSA CAMPGROUND WASTEWATER
I SEE SHEET C-1

FOR CONTINUATION CONSTRUCTION, LOCATIONS MUST BE CONSTRUCTED TO VACUUM CHAMBER LOCATIONS.

S. Constructs SEWER LATERALS, CIVIL PLACEMENT, AND PIPE CONSTRUCTION MUST BE CONSTRUCTED TO FIRE PLANTS.

WHERE POSSIBLE, UTILITIES MUST BE CONNECTED TO OUTSIDE UTILITY LINES.

All RMMCS, VMCS, AND APPURTENANCES ASSOCIATED WITH WATER DISTRIBUTION SYSTEM SHOULD BE ROCKED IN GROUNDED AT DETAILS 6 AND 7 SHEET C.

THE CONTRACTOR SHALL ENSURE AT ALL TIMES UMMUU DCP SEPARATION.

THE CONTRACTOR SHALL STATE ALL LOT CONDITIONS.

Enforcer is RESPONSIBLE FOR ALL ESTABLISHED LOCATIONS ALWAYS THE ENFERHER OF RECORD OF ANY POTENTIAL CONFLICTS PRIOR TO CONSTRUCTION OF ANY CONSTRUCTION OVER STREET TO ANY CONSTRUCTED LOCATION.

ALL VACULM SEWERS MUST BE LAID TO THE LINE AND GRADE WITH THE USE OF LASER BEAM EQUIPMENT. ALL PIPE IMCH HAS BEEN OOSEO TO SLOPE OVERHUNGA SHOUL BE PSUED TO SLOPE UPWIND DOWNWARD. THERE SHOUL BE NO ABRUPT SACS OR BEUES IN THE UNE. THE ABUHUR ORIENTATION FROM PIPING AND VALVES SHOUL NOT EXCEED 100 FEET IN ANY FEAR OF THE OPEN-CUT WOULD APPLY. NO ABRUPT SACS OR BEUES WOULD BE REQUIRED OF THE VACUUM CONSTRUCTION SHOUL ONLY AT THE OR DESTINATION LOCATIONS, SHEET D-3 SHOUL NOT APPLY.

FITTMCS ARE NOTED FOR CONTRACTOR'S REFERENCE ONLY AND NOT GUARANTEED TO SHOW ALL ACCESSARY STRUCTURES. THE MONROE COUNTY CONFERENCE OF CONTRACTORS, FLORIDA
LOCATION OF EXISTING AND PROPOSED SERVICES ARE TO BE CONSIDERED PRIOR TO CONSTRUCTION.

CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROVIDING ACCESS TO EXISTING SERVICES AND TO INCLUDE IN BOUNDARY STAKES WHERE REQUIRED.

PROFILE 'A'

NOTE:

AS-BUILT INFORMATION PROVIDED BY CONTRACTOR

CALUSA CAMPGROUND WASTEWATER COLLECTION AND DISTRIBUTION SYSTEM

PHASE II (2)

SEWER PLAN AND PROFILE

RECORD DRAWING

WILLIAM F. McCAIN, P.E. F0046

C-3

29
CALUSA CAMPGROUND WASTEWATER COLLECTION AND WATER DISTRIBUTION SYSTEM

NOTE
AS-BUILT INFORMATION SUPPLIED BY CONTRACTOR
GENERAL NOTES:
1. ALL PROPOSED SIDE LATERALS, CHAMBER FOOTINGS, AND WATER DISTRIBUTION PIPE LAYOUTS MUST BE APPROVED BY THE ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
2. PROPOSED SIDE LATERALS, CHAMBER FOOTINGS, AND WATER DISTRIBUTION PIPE LAYOUTS MUST BE CONSTRUCTED AS PER THE ENGINEER OF RECORD.
3. ALL PROPOSED SIDE LATERALS, CHAMBER FOOTINGS, AND WATER DISTRIBUTION PIPE LAYOUTS MUST BE CONSTRUCTED AS PER THE ENGINEER OF RECORD.
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NOTE: AS-BUILT INFORMATION SUPPLIED BY CONTRACTOR.