

## **RESOLUTION NO. 18-09-96**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA RATIFYING AND APPROVING WORK AUTHORIZATION NO. 5 BETWEEN WADE TRIM, INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR OWNERS REPRESENTATIVE & ENGINEERING SERVICES RELATED TO WASTEWATER PROJECTS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION #5; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, as part of development of the Village-wide wastewater utility, the Village entered into an Agreement with Reynolds Water Islamorada LLC, a wholly-owned subsidiary of Layne Heavy Civil ("Reynolds") to Design, Build, and Operate the Village's wastewater system (the "Project"); and

**WHEREAS**, on June 4, 2015, Islamorada, Village of Islands (the "Village") entered into a Continuing Services Agreement (the "Agreement") with Wade Trim, Inc. ("Wade Trim") for engineering services; and

**WHEREAS**, Wade Trim, Inc. ("Wade Trim") has provided the Village with Owner's Representative Team and Engineering services, as well as Design and Construction Management and oversight services in connection with the Project; and

**WHEREAS**, the Village would like to engage Wade Trim to provide general engineering services, miscellaneous engineering services, permitting and connection assistance, bidding assistance, construction administration services, records monitoring, project construction observation services, operations services, project documentation, final permit submittals, design reports and design drawings as required for the following projects: the Founders Park Wastewater Facilities Improvements, the Anne's Beach Wastewater Facilities Improvements, the

North Plantation Key Transfer Pump Station Improvements as well as General Engineering Services and Miscellaneous Engineering Services; and

**WHEREAS**, the Village and Wade Trim desire to enter into Work Authorization No. 5 (the “Work Authorization”) to the Agreement, to provide the aforementioned services; and

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the “Village Council”) finds that approval of the Work Authorization with Wade Trim is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Work Authorization.** The Village Council hereby ratifies and approves Work Authorization No. 5 between Wade Trim and the Village to provide engineering services related to DBO contract termination, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization.

**Section 5. Execution of Work Authorization.** The Village Manager is authorized to

execute the Work Authorization on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Work Authorization and to execute any extensions and/or amendments to the Work Authorization, subject to the approval as to form and legality by the Village Attorney.

**Section 6.**      **Effective Date.**      This Resolution shall take effect immediately upon adoption.

Motion to adopt by Vice Mayor Deb Gillis, second by Councilwoman Cheryl Meads.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Chris Sante	YES
Vice Mayor Deb Gillis	YES
Councilman Mike Forster	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

**PASSED AND ADOPTED ON THIS 27<sup>th</sup> DAY OF SEPTEMBER, 2018.**

  
\_\_\_\_\_  
CHRIS SANTE, MAYOR

ATTEST:

  
\_\_\_\_\_  
KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGALITY FOR THE USE AND BENEFIT  
OF ISLAMORADA, VILLAGE OF ISLANDS:

  
\_\_\_\_\_  
ROGET V. BRYAN, VILLAGE ATTORNEY

# **PROJECT AGREEMENT**

**Between**

**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

**And**

**WADE TRIM, INC.**

**for**

**Work Authorization No. 5**

**GENERAL ENGINEERING SERVICES TO PROVIDE OWNER'S REPRESENTATIVE  
SERVICES; DESIGN, PERMITTING AND CONSTRUCTION PHASE SERVICES;  
PERMITTING AND CONNECTION ASSISTANT SERVICES; AND OPERATION  
SERVICES TO ASSIST IN THE OPERATON OF THE VILLAGE WASTEWATER  
UTILITY**

**PROJECT AGREEMENT**  
**Between**

**THE ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**

**And**

**WADE TRIM, INC.**

**For**

**Work Authorization No. 5**

General Engineering Services to Provide Owner's Representative Services; Design, Permitting,  
and Construction Phase Services; Permitting and Connection Assistance Services; and  
Operations Services to Assist in the Operation of the Village Wastewater Utility

Pursuant to the provisions contained in the "Continuing Services Agreement" between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE") and WADE TRIM, INC., ("CONSULTANT") dated June 1, 2015, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

**SECTION 2. DELIVERABLES**

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the Deliverables as discussed in the "Scope of Services and Project Schedule" shown in Exhibit "2".

### **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall commence as of September 30, 2018 and shall continue in full force and effect through September 30, 2019, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed sixty (60) days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Council.

3.2 **Contract Time.** CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.3 **Liquidated Damages.** Unless otherwise excused by the VILLAGE in writing, in the event that the CONSULTANT fails to meet to the contract time for completion specific deliverables identified in the Project Schedule, the CONSULTANT shall pay to the VILLAGE the sum of Five Hundred (\$500.00) Dollars per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project. The CONSULTANT may request extension if the factors involved in delay or failure to meet the contract time are not under CONSULTANT's direct control. Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the VILLAGE reasonably believes that completion will be inexcusably delayed, the VILLAGE shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the VILLAGE to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the VILLAGE has withheld payment, the VILLAGE shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.4 All limitations of time set forth in this Agreement are of the essence.

### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Hourly Not To Exceed Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" **AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$281,500.00, FOR THE 2018-2019 FISCAL YEAR AS SHOWN IN EXHIBIT 3.**

4.2 **Reimbursable and Travel Expenses.** Reimbursable and travel expenses shall be pursuant to Sections 1.2 and 1.5 of the Continuing Services Agreement.

## **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

5.1 **Hourly Not To Exceed Compensation.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this Project Agreement for Fiscal Year 2018-2019. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within thirty (30) calendar days of approval by the Village Manager of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Village's reasonable satisfaction.

5.4 **Retainage.** The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. For projects that are divided into several phases, any retainage shall be withheld and released individually for each phase of the project. Said retainage may be withheld at the sole discretion of the Village Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the VILLAGE for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the Consultant's work product shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the VILLAGE'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.



**SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated June 1, 2015 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

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ATTEST:

ISLAMORADA, VILLAGE OF ISLANDS

Kelly S Toth  
Kelly Toth, Village Clerk

By: Seth Lawless  
Seth Lawless, Village Manager

Date: 9/28/12

Approved as to form and legality  
for the use and benefit of  
Islamorada, Village of Islands only:

[Signature]  
Roget V. Bryan, Village Attorney

ATTEST:

WADE TRIM, INC.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Please type name of Secretary

(CORPORATE SEAL)

By: Thomas S. Brzezinski  
Thomas S. Brzezinski, P.E.  
Executive Vice President

Date: 10/4/18

WITNESSES:

Jessica Clayton  
Print Name: Jessica Clayton  
Katherine Kirby  
Print Name: Katherine Kirby

## **EXHIBIT "1"**

### **Project Description**

Pursuant to Chapter 380, Florida Statutes, State of Florida, identified the Florida Keys as an area of critical concern to land and water management. The associated Administration Commission Rule requires installing an advanced sanitary sewer system to meet advanced wastewater treatment standards for the community by December 2015. In response to the State of Florida's mandate, the Village issued Request for Proposals (RFP) No. 11-06-29 and selected a Design-Build-Operate (DBO) Firm Reynolds Water Islamorada (REYNOLDS) to perform the design, build and operate of the wastewater system. Wade Trim, Inc. has since functioned as the Owner's Representative and Construction Manager (OWNER'S REP), and acted as the VILLAGE'S agent with regard to all aspects of this scope of services. The DBO Firm has completed delivery of the work associated with the design-build portion of the wastewater system.

The OWNER'S REP continues to provide engineering support for the Village's Wastewater Utility. The OWNER'S REP will report directly to the VILLAGE'S Wastewater Program Manager and/or Village Manager, and such other persons as directed by the Village Manager. The OWNER'S REP duties to assist the VILLAGE with the operations of the wastewater utility are broken down into the following tasks:

- Task 1 – Permitting and Connection Assistance Services
- Task 2 – Wastewater Operational Services
- Task 3 – Founders Park Wastewater Facilities Improvements
- Task 4 – Anné's Beach Wastewater Facilities Improvements
- Task 5 – NPK Transfer Pump Station Improvements
- Task 6 – General Engineering Services
- Task 7 – Miscellaneous Engineering Services

## **EXHIBIT "2"**

### **Scope of Services and Project Schedule**

#### **TASK 1 – PERMITTING AND CONNECTION ASSISTANCE SERVICES**

**Task 1.1 – Permitting and Connection Assistance:** The OWNER’S REP will assist the VILLAGE with the review, processing, and approval of residential and commercial permit applications received for connecting with the VILLAGE’S wastewater system. Such permitting assistance will include receiving, logging, and tracking permit application submittals, reviewing permit applications for completeness and technical accuracy; corresponding with property owners and their engineer-of-record; coordinating reviews and approvals with the Florida Department of Environmental Protection (FDEP), the Key Largo Wastewater Treatment District (KLWTD), the KLWTD’s engineer-of-record, and other applicable regulatory agencies; and providing revisions to the VILLAGE’s Minimum Design and Construction Standards and Specifications for Wastewater as needed.

- Deliverables - Receive, log in and track identified remaining residential and commercial permit applications;
- Completing review of submitted permit applications for compliance with the VILLAGE’s Minimum Design Standards and the KLWTD Interlocal Agreement;
  - Ensure that regulatory agencies Requests for Information are responded to in a timely fashion;
  - Assisting the VILLAGE with resolving issues pertaining to the design, construction, and operation of residential connection locations;
  - Assisting the VILLAGE Building Department with the engineering review of non-FDEP permitted properties requiring connection with the wastewater collection system;
  - Attending meetings with permittee representatives and VILLAGE staff as needed to review permit submittal and review status and connection requirements.

Schedule - Ongoing throughout Project.

## **TASK 2 – WASTEWATER OPERATION SERVICES**

### **Task 2.1 – Operation Services:**

The OWNER’S REP will assist the VILLAGE with various elements of the Wastewater Utility’s Operations Services as required or requested that include:

- a) Attend regularly scheduled Operation and Maintenance meetings with the Wastewater Utility Operations Services and VILLAGE staff;
- b) Assisting the VILLAGE with oversight of the scheduled sewage pump replacement at the UMK Transfer Pump Station (by Reynolds) and with post-evaluations of the conveyance force main and its associated infrastructure;
- c) Provide engineering review and approval of shop drawings required for identified improvements on the VILLAGE’s wastewater collection system;
- d) Providing engineering inspection services for identified site improvements to the VILLAGE wastewater collection system, e.g. buffering manhole installations;
- e) Provide engineering evaluations for identified properties as required for central sewer service;
- f) Assisting with engineering field inspections of properties requiring central sewer service connections; and
- g) Assisting with engineering requests received from VILLAGE Wastewater Operations.

Deliverables - Approved shop drawings;  
Engineering inspection services;  
Engineering sketches required for wastewater connections;  
Recommendations requested for identified site improvements.

Schedule - Ongoing throughout Project.

## **TASK 3 – FOUNDERS PARK WASTEWATER FACILITIES IMPROVEMENTS**

The OWNER’s REP will provide coordination and engineering assistance with the construction of a new wastewater pump station and low pressure force main for connecting the Founder’s

Park wastewater facilities with the VILLAGE'S wastewater collection system located in the right-of-way on Overseas Highway. Design and permitting of these facilities has been completed under Work Authorization No. 3. The OWNER's REP shall complete the following tasks under this effort:

**Task 3.1 – Construction Administration Services:** The OWNER'S REP will assist the VILLAGE with providing construction administration services for the installation of the new Founders Park wastewater pump station. Construction administration services provided by the OWNER'S REP shall include:

- Attendance at the pre-construction conference and regularly scheduled coordination meetings with the VILLAGE and the selected Contractor for the Project.
- Issuance of interpretations and clarifications of the Contract documents during project construction and evaluate requests for substitutions or deviations therefrom. Notifying the VILLAGE of any such requested deviations or substitutions and when reasonably necessary, provide the VILLAGE with a recommendation concerning the same.
- Review of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of testing and inspections, and other data that Contractor is required to submit for conformance with the design concept of the Project and for compliance with the provisions of the Contract documents.
- Schedule and conduct, in conjunction with the VILLAGE, a comprehensive inspection of the Project, when notified by the Contractor that the Project is substantially complete.
- Develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to the VILLAGE concerning acceptability of the work done and the use of the Project.
- Perform a final inspection of the Project with the VILLAGE and assist the VILLAGE in closing out the construction contract, including but not limited to, providing recommendations concerning acceptance of the Project and preparing all necessary documents, including but not limited to, lien waivers, Contractor's final affidavit, close-out change order, final payment application, and obtaining required warranty letters from the Contractor, subcontractors, and equipment suppliers as applicable.

**Task 3.2 – Project Records:** The OWNER's REP shall monitor all required Project records, including but not limited to delivery schedules, inventories and construction reports. Based on the Project records, and the OWNER's REP observations at the site and evaluations of data reflected in the Contractor's application for payment, the OWNER's REP shall render a recommendation to the VILLAGE concerning the amount owed to the Contractor and shall forward the Contractor's application for payment for such amount to the VILLAGE. Such approval of the application for payment shall constitute a representation by the OWNER's REP to the VILLAGE, based on observations and evaluations, that: (a) the work has progressed to the point indicated, (b) the work is substantial in accordance with the Contract Documents, and (c) the Contractor is entitled to payment in the recommended amount.

The OWNER's REP will also negotiate with the Contractor, the scope and cost of any necessary contract change orders, using as a basis for negotiations data or other information, emanating from the Contract Documents, including but not limited to the bid sheet, technical specifications, plans, shop drawings, material specifications, and proposed material and labor costs. The OWNER's REP will prepare, recommend, and submit said change orders to the VILLAGE for approval.

**Task 3.3 – Project Construction Observation Services:** The OWNER's REP shall provide engineering services during the course of project construction to help determine whether the provisions of the Contract Documents are being fulfilled and to reasonably protect the VILLAGE against defects and deficiencies in the work of the Contractor. The scope of services provided under this task effort shall include:

- Verification that tests, equipment and system startup are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof, and observe, record, and report appropriate details relative to the test procedures and start-up to VILLAGE and appropriate agencies.

- The OWNER’S REP shall provide a photographic record of the construction, beginning with preconstruction documentation and completing with post construction photographs. Photographs will be provided to the VILLAGE in digital format.
- The OWNER’S REP will conduct field visits to the Project site for the purpose of confirming the Contractor’s progress on the project and resolving potential conflicts that may arise during project construction.
- Based on field visits conducted to the Project site, the OWNER’S REP shall keep a diary or log book, recording the Contractor’s hours on the project site, weather conditions, data relative to questions of field orders, change orders, or changed conditions, daily activities, observations in general, and specific observations in more detail as in the case of observing test procedures.
- The OWNER’s REP will provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed pump station and low pressure force main. The VILLAGE will coordinate the final testing observation with KLWTD personnel.

**Task 3.4 – Project Documentation and Final Permit Submittals:** The OWNER’s REP will prepare and submit to the VILLAGE all final project documentation that includes a Condition Report, as-built drawings, and a FDEP Place Into Operation (PIO) permit for the Founder’s Park constructed pump station and collection system. The Condition Report will summarize the testing of the constructed pump station, the constructed low pressure force main, and the Founder’s Park onsite collection system as required for the permit submittal to the KLWTD and FDEP. The FDEP permit application, the as-built drawings and Condition Report will be signed and sealed by a Florida registered professional engineer. Copies of the FDEP place into operation (PIO) permit will be provided to the VILLAGE and KLWTD.

Deliverables - Attendance and participation in progress meetings with the Contractor and the VILLAGE;  
 - Approved Shop Drawings;  
 - Construction Inspection reports;



- Final Condition Report (signed/sealed);
  - As-built Drawings (signed/sealed); and
  - FDEP Place into Operation Permit (signed/sealed)
- Schedule
- Construction Services ongoing through Project Construction
  - FDEP PIO Permit Submittal – within 10 days for final acceptance testing

#### **TASK 4 – ANNE’S BEACH WASTEWATER FACILITIES IMPROVEMENTS**

The OWNER’s REP will provide coordination and engineering assistance with the permitting and construction of a new wastewater pump station and low pressure force main for connecting the Anne’s Beach bath house, located at MM73 in Lower Matecumbe Key, with the VILLAGE’S wastewater collection system located in the right-of-way in front of Caloosa Cove southeast of Iroquois Drive. Design of these facilities is scheduled to be completed by September 30, 2018 under Work Authorization No. 3. The OWNER’s REP shall complete the following tasks under this effort:

##### **Task 4.1 – Permitting Services:**

**Task 4.1.1. FDEP Construction Permit.** The OWNER’s REP will prepare and submit a signed/sealed FDEP Construction permit application (DEP Form 62-604.3000(8)(a)) to the Fort Myers FDEP office for construction of the Anne’s Beach grinder pump station and low pressure force main designed for connecting with the VILLAGE’s wastewater collection system. One complete set of signed and sealed design plans will be submitted with the permit application for FDEP’s review and approval. The VILLAGE will be responsible for payment of all fees required as part of submitting said permit.

**Task 4.1.2. FDOT Right-of-Way Permit.** The OWNER’s REP will prepare and submit a signed and sealed FDOT Right-of-Way permit application to FDOT Miami office for construction of the Anne’s Beach grinder pump station and low pressure force main. Three (3) complete sets of signed and sealed design plans will be submitted with the permit application for FDOT’s review and approval. The VILLAGE will be responsible for payment of all fees

required as part of submitting said permit. The OWNER's REP will respond to one Request for Additional Information received from the FDOT office.

**Task 4.2 – Bidding Assistance.** The OWNER's REP will provide the VILLAGE with bidding assistance for the construction project as follows:

- Assist the VILLAGE with obtaining bids for construction of the Project;
- Provide pre-bid services which include the answering of questions from potential bidders and issuing addenda, if required;
- Attending a pre-bid meeting and providing the VILLAGE with a written summary of issues discussed; and
- Assisting the VILLAGE with reviewing and tabulating bids, reporting results to the VILLAGE, and making recommendation for award of the construction contract.

**Task 4.3 – Construction Administration:** This portion of the scope of services provides for contract administration during the construction of the Anne's Beach pump station and low pressure force main tie-in with the VILLAGE's wastewater collection system. Construction administration services provided by the OWNER'S REP shall include:

- Attendance at the pre-construction conference and regularly scheduled coordination meetings with the VILLAGE and the selected Contractor for the Project.
- Issuance of interpretations and clarifications of the Contract documents during project construction and evaluate requests for substitutions or deviations therefrom. Notifying the VILLAGE of any such requested deviations or substitutions and when reasonably necessary, provide the VILLAGE with a recommendation concerning the same.
- Review of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of testing and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and for compliance with the provisions of the Contract documents.
- Schedule and conduct, in conjunction with the VILLAGE, a comprehensive inspection of the Project, when notified by the Contractor that the Project is substantially complete.

- Develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to the VILLAGE concerning acceptability of the work done and the use of the Project.
- Perform a final inspection of the Anne's Beach Pump Station and Low Pressure Force Main Project with the VILLAGE and assist the VILLAGE in closing out the construction contract, including but not limited to, providing recommendations concerning acceptance of the Project and preparing all necessary documents, including but not limited to, lien waivers, Contractor's final affidavit, close-out change order, final payment application, and obtaining required warranty letters from the Contractor, subcontractors, and equipment suppliers as applicable.

**Task 4.4 – Project Records.** The OWNER's REP shall monitor all required Project records, including but not limited to delivery schedules, inventories and construction reports. Based on the Project records, and the OWNER's REP observations at the site and evaluations of data reflected in the Contractor's application for payment, the OWNER's REP shall render a recommendation to the VILLAGE concerning the amount owed to the Contractor and shall forward the Contractor's application for payment for such amount to the VILLAGE. Such approval of the application for payment shall constitute a representation by the OWNER's REP to the VILLAGE, based on observations and evaluations, that (a) the work has progressed to the point indicated; (b) the work is substantial in accordance with the Contract Documents; and (c) the Contractor is entitled to payment in the recommended amount.

The OWNER's REP will also negotiate with the Contractor, the scope and cost of any necessary contract change orders, using as a basis for negotiations data or other information, emanating from the Contract Documents, including but not limited to the bid sheet, technical specifications, plans, shop drawings, material specifications, and proposed material and labor costs. The OWNER's REP will prepare, recommend, and submit said change orders to the VILLAGE for approval.

**Task 4.5 – Project Construction Observation Services:** The OWNER's REP shall provide engineering services during the course of project construction to help determine whether the

provisions of the Contract Documents are being fulfilled and to reasonably protect the VILLAGE against defects and deficiencies in the work of the Contractor. The scope of services provided under this task effort shall include:

- Verification that tests, equipment and system startup are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof, and observe, record, and report appropriate details relative to the test procedures and start-up to VILLAGE and appropriate agencies.
- The OWNER'S REP shall provide a photographic record of the construction, beginning with preconstruction documentation and completing with post construction photographs. Photographs will be provided to the VILLAGE in digital format.
- The OWNER'S REP will perform full time construction observation at the Anne's Beach Pump Station and Low Pressure Force Main Project site for the purpose of confirming the Contractor's progress on the project; compliance with FDOT's right-of-way permit, and resolving potential conflicts that may arise during project construction.
- Based on field visits conducted to the Project site, the OWNER'S REP shall keep a diary or log book, recording the Contractor's hours on the project site, weather conditions, data relative to questions of field orders, change orders, or changed conditions, daily activities, observations in general, and specific observations in more detail as in the case of observing test procedures.
- The OWNER's REP will provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed pump station and low pressure force main. The VILLAGE will coordinate the final testing observation with KLWTD personnel.

**Task 4.6 – Project Documentation and Final Permit Submittals:** The OWNER's REP will prepare and submit to the VILLAGE a Condition Report, as-built drawings, and a FDEP permit for placing the Anne's Beach constructed system into operation. The Condition Report will summarize the testing of the constructed pump station and the constructed low pressure force main as required for the permit submittal to the KLWTD and the FDEP. The FDEP permit

application, the as-built drawings and the Condition Report will be signed and sealed by a Florida registered professional engineer. Copies of the FDEP clearance permit to place the system into operation will be provided to the VILLAGE and KLWTD.

- |                     |   |   |
|---------------------|---|---|
| <b>Deliverables</b> | - | Attendance and participation in monthly progress meetings with the Contractor and the VILLAGE |
|                     | - | FDEP Construction Permit for the Project;   |
|                     | - | FDOT Right-of-Way Permit for the Project;   |
|                     | - | Approved Shop Drawings;   |
|                     | - | Construction Inspection reports;  |
|                     | - | Final Condition Report (signed/sealed);   |
|                     | - | As-built Drawings (signed/sealed); and  |
|                     | - | FDEP Place into Operation Permit (signed/sealed)  |
| <b>Schedule</b>     | - | FDEP Construction Permit Submittal – October 2018   |
|                     | - | FDOT Right-of-Way Permit Submittal – November 2018  |
|                     | - | Construction Services ongoing through Project Construction                                    |

## **TASK 5 – NPK TRANSFER PUMP STATION IMPROVEMENTS**

This task effort includes the preparation of a Basis of Design Report (BODR) for integrating the existing above ground storage tank (AGST) into the existing operations system at the North Plantation Key Transfer Pump Station. Use of the AGST will allow VILLAGE Wastewater Operations Department to transfer wastewater influent to the onsite above ground wastewater storage tank for storage in the event of the necessary repairs needed on the conveyance force main which transfers flows to the KLWTD.

**Task 5.1 – Basis of Design Report:** The OWNER's REP will prepare a Basis of Design Report (BODR) for the proposed bypassing improvements at the NPK Transfer Pump Station. Site visits will be conducted for the purpose of identifying system operating requirements, flow controls, pumping and electrical requirements, supervisory control and data acquisition (SCADA) needs, odor control, and required appurtenances. Topographic design survey data obtained on the existing site facilities will be utilized for the preparation of preliminary layouts of proposed improvements.

The BODR will include estimates for filling and draining the above ground storage tank based on selected pumping rates. The BODR will also include a preliminary layout of piping requirements, an identification of mechanical, structural, electrical, and instrumentation improvements required for the proposed modifications; and a probable estimate of construction cost using a 30 percent contingency.

All information will be compiled into a Draft BODR and will be submitted to the VILLAGE for review and comment. Upon review of the Draft BODR, the OWNER's REP and the VILLAGE will hold a review meeting with the VILLAGE Wastewater Department for the purpose of discussing the preliminary layout, the design requirements, operational protocol, and the estimated construction cost. A Final BODR will be submitted to the VILLAGE based on review comments received from the VILLAGE Wastewater Department.

**Deliverables - Draft & Final Basis of Design Report (BODR)**

- Schedule - Draft BODR – February 2019
- Final BODR – March 2019

## **TASK 6 – GENERAL ENGINEERING SERVICES**

**Task 6.1 – Engineering Plan Review for New Development Projects:** The OWNER’S REP will provide engineering plan review of new development and re-development projects submitted to the VILLAGE for approval. The OWNER’S REP will perform reviews of preliminary plan submittals and preliminary design reports, confirming the requested connection with the VILLAGE’s wastewater collection system, confirming that both the collection system capacity and KLWTD treatment system capacity exist for the proposed development’s design flow, and confirming compliance with the requirements of the VILLAGE’s Minimum Design and Construction Standards and Specifications for Wastewater.

- Deliverables - Correspondence as required throughout the Project with the VILLAGE, the FDEP, the Key Largo Wastewater Treatment District (KLWTD), other Public Agencies, and any other parties.
- Consult with and advise the VILLAGE on engineering aspects pertaining to the wastewater collection, transmission and treatment requirements of the proposed development or re-development projects.
- Attend pre-application meetings with the VILLAGE and representatives of the proposed development or re-development as required for obtaining approvals.
- Schedule - Ongoing throughout Project.

**Task 6.2 – Evaluation of Equivalent Dwelling Units (EDUs):** The OWNER’S REP will assist with the evaluation and review of equivalent dwelling units (EDUs) for new developments and re-developments, as requested by the VILLAGE, to ascertain the accuracy of estimated flows and the corresponding assessments levied by the VILLAGE against properties requesting wastewater services from the VILLAGE.

- Deliverables - Review engineering reports submitted for the purpose of estimating average daily and peak hourly wastewater flows.
- Calculate estimated EDUs based on estimated wastewater flows.
  - Correspond and attend meetings with the VILLAGE Wastewater Department staff as required for assisting with final determination of EDUs for proposed development and redevelopment projects.
- Schedule - Ongoing throughout Project.

## **TASK 7 – MISCELLANEOUS ENGINEERING SERVICES**

### **Task 7.1 – Miscellaneous Services**

The OWNER’S REP will provide the VILLAGE as-needed technical and engineering assistance with the following services:

- Providing engineering assistance pertaining to the operation and maintenance of the VILLAGE Wastewater Utility and its facilities as needed; and
- Providing as-needed assistance at the direction of the VILLAGE Manager.



**EXHIBIT “3”**

2018-2019 Fiscal Year Expenditure

**Payment Schedule**

The CONSULTANT will submit invoices to the VILLAGE on a monthly basis for actual services rendered and costs incurred for the performance of its services under this Project Agreement. Fees shall be based upon the CONSULTANT’S hourly rates as specified in the Continuing Services Agreement and the actual cost of reimbursable expenses.

Invoices shall be broken down by the above described Tasks and shall be based on the Billing Rate Schedule consistent with the current Continuing Services Agreement.