RESOLUTION NO. 17-10-84

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING WORK AUTHORIZATION NO. 3 BETWEEN WADE TRIM, INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR GENERAL ENGINEERING SERVICES RELATED TO WASTEWATER OWNER'S REPRESENTATIVE SERVICES; DESIGN, PERMITTING AND CONSTRUCTION PHASE SERVICES; PERMITTING AND CONNECTION ASSISTANCE SERVICES; AND OPERATIONS ASSISTANCE FOR THE VILLAGE WASTEWATER UTILITY; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION #3; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, as part of development of the Village-wide wastewater utility, the Village entered into a contract with Reynolds Water Islamorada/Layne Heavy Civil to Design, Build, and Operate the Village’s wastewater system (the “Project”); and

WHEREAS, Wade Trim, Inc. provided the Village with Owner’s Representative Team (ORT) services, as well as Design and Construction Management and general oversight services in connection with the Project; and

WHEREAS, the design/build of the Project achieved Final Completion and further engineering services are required for general engineering services, coordination with Key Largo Wastewater Treatment District, design, permitting and construction phase services, permitting and connection assistance, and operations assistance: and
WHEREAS, the Village and Wade Trim desire to enter into Work Authorization No. 3 (the “Work Authorization”) under the Agreement, for Wade Trim 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 Agreement. The Village Council hereby approves Work Authorization No. 3 between Wade Trim and the Village to provide engineering services, 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 Authorization.
Section 5. Execution of Agreement. The Reso 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 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 Chris Sante, second by Councilwoman Cheryl Meads.

FINAL VOTE AT ADOPTION
Mayor Jim Mooney YES
Vice Mayor Chris Sante YES
Councilman Mike Forster YES
Councilwoman Deb Gillis YES
Councilwoman Cheryl Meads YES

PASSED AND ADOPTED this 5th day of October, 2017.

ATTEST:

JIM MOONEY, MAYOR

KELLY TOOTH, VILLAGE CLERK

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

ROGER V. BRYAN, VILLAGE ATTORNEY
PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

WADE TRIM, INC.

for

Work Authorization No. 3

GENERAL ENGINEERING SERVICES RELATED TO VILLAGE WASTEWATER
OWNER'S REPRESENTATIVE SERVICES; DESIGN, PERMITTING AND
CONSTRUCTION PHASE SERVICES; PERMITTING AND CONNECTION
ASSISTANT SERVICES; AND GENERAL 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. 3

General Engineering Services related to Village Wastewater Owner’s Representative Services; Design, Permitting, and Construction Phase Services; Permitting and Connection Assistance Services; and General 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”.

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SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence as of October 1, 2017 and shall continue in full force and effect through September 30, 2018, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager, in her 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 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 not to exceed amount of $190,000.00 for the 2017-2018 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 2017-2018. 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 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.
ATTEST:

Kelly Toth, Village Clerk

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

Roget V. Bryan, Village Attorney

ATTEST:

Jessica Clayton
Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Print Name: T J Ravenher
Print Name: Patricia McNeil

ISLAMORADA, VILLAGE OF ISLANDS

By: Seth Lawless, Village Manager

Date: 10/6/2017

WADE TRIM, INC.

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

Date: 10/13/17
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 (COMPANY) 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 (“CONSULTANT” OR “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 will continue 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 – KLWTD Capital Cost Review
- Task 3 – Founders Park Design, Permitting & Construction Services
- Task 4 – Anne’s Beach Design, Permitting & Construction Services
- Task 5 – Operational Services
- Task 6 – General Engineering Services
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 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 all 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 and/or construction 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 required to review permit submittal and review status and connection requirements.

Schedule - Ongoing throughout Project.

**TASK 2 – KEY LARGO WASTEWATER TREATMENT DISTRICT (KWLTD) CAPITAL COST REVIEW**

**Task 2.1 – Review of KLWTD Interlocal Agreement Pay Requests:** The OWNER’S REP shall provide and assist the VILLAGE with the review of pay requests and supporting documentation received from the KLWTD pertaining to identified Plant Capacity Upgrades and Improvements as specified in the Interlocal Agreement between the VILLAGE and the KLWTD. OWNER’S REP will evaluate the supporting project documentation substantiating the costs charged to the VILLAGE and evaluate the merit of the requested cost associated with the Plant Capacity Upgrades and Improvements. OWNER’s REP will participate in requested meetings with the Utilities Manager, the Village Manager and the District’s General Manager.

**Deliverables**
- Perform independent review of pay requests and supporting documentation associated with costs for Plant Capacity Upgrades and Improvements as identified in the Interlocal Agreement.
- Attend meetings with the Utilities Manager, the Village Manager, and the District’s General Manager to assist with the resolution of disputed invoices associated with the billings received for Plant Capacity Upgrades and Improvements.

Schedule - Ongoing throughout Project.

**TASK 3 – FOUNDERS PARK DESIGN, PERMITTING & CONSTRUCTION SERVICES**

**Task 3.1 – Design Services:** The OWNER’s REP will provide coordination and engineering assistance with the design, permitting and connection of the VILLAGE owned Founder’s Park property to the VILLAGE’S wastewater collection system. Assistance will include the
preparation of design plans for the construction of a duplex grinder pump station and a low pressure force main (FM) connecting the Founder's Park onsite collection system with the Village's low pressure sewer collection system located in the right-of-way near U.S. Highway 1. Design drawings will illustrate the existing onsite collection system, design of the proposed low pressure FM, and design of the proposed grinder pump station. Design flows for the pump station design will be based on existing package plant flow records provided by the VILLAGE. Design flows will be submitted to the VILLAGE for review and approval. No topographic surveying will be required with this task effort.

Task 3.2 – Permitting Services: 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 grinder pump station and the low pressure FM designed for connecting with the Village’s wastewater collection system. One complete set of electronically signed and sealed design plans will be submitted with the permit application for FDEP’s review and approval. The OWNER’s REP will respond to any Requests for Additional Information (RFIs) received from FDEP which pertain to the submitted permit application and design plans for the Founder’s Park pump station and low pressure FM design. The Village will be responsible for payment of all fees required as part of submitting said permit.

Task 3.3 – Construction Administration: The OWNER’S REP will attend progress meetings with the VILLAGE and the selected Contractor for construction of the Founder’s Park pump station and low pressure force main. The purpose of these meetings shall be to review the status of shop drawing submittals, construction progress, any issues of concern.

Task 3.4 – Construction Observation Services: 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. 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 3.5 – 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 Founder’s Park constructed system into operation. The Condition Report will summarize the testing of the constructed pump station, the constructed low pressure FM, 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 engineer. Copies of the FDEP clearance permit to place the system into operation will be provided to the VILLAGE and KLWTD.

**Deliverables**
- Attendance and participation in progress meetings with the VILLAGE
- Final Design Drawings for Pump Station and Low Pressure FM
- FDEP Construction Permit (signed/sealed)
- Final Condition Report (signed/sealed)
- As-built Drawings (signed/sealed)
- FDEP Place into Operation Permit (signed/sealed)

**Schedule**
- Design Drawings and FDEP Construction Permit – December 2017
- Construction Services ongoing through Project Construction

**TASK 4 – ANNE’S BEACH DESIGN, PERMITTING & CONSTRUCTION SERVICES**

**Task 4.1 – Design Services:** The OWNER’s REP will provide coordination and engineering assistance with the design and permitting for connecting the Anne’s Beach bath house, located at MM73 in Lower Matecumbe Key, with the VILLAGE’S wastewater collection system. Assistance will include the preparation of design plans for the construction of a duplex grinder pump station and a low pressure force main (FM) for connecting the Anne’s Beach bath house with the Village’s vacuum sewer collection system located in the right-of-way in front of Caloosa Cove southeast of Iroquois Drive. Design drawings will illustrate the proposed pump
station and the proposed low pressure FM extending to the connection with the existing vacuum sewer collection system. Topographic and right-of-way survey for the Anne’s Beach property and identified force main corridor have been completed for this project.

**Task 4.2 – Permitting Services:** 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 FM 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 4.3 – Construction Administration:** The OWNER’S REP will attend progress meetings with the VILLAGE and the selected Contractor for construction of the Anne’s Beach pump station and low pressure force main. The purpose of these meetings shall be to review the status of shop drawing submittals, construction progress, and any issues of concern.

**Task 4.4 – Construction Observation Services:** The OWNER’S REP will conduct field visits to the Anne’s Beach project site for the purpose of confirming the Contractor’s progress on the project and resolving potential conflicts that may arise during project construction. 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 4.5 – 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 engineer. Copies of the FDEP clearance permit to place the system into operation will be provided to the VILLAGE and KLWTD.

Deliverables - Attendance and participation in progress meetings with the VILLAGE
- Final Design Drawings for Pump Station and Low Pressure FM
- FDEP Construction Permit (signed/sealed)
- Final Condition Report (signed/sealed)
- As-built Drawings (signed/sealed)
- FDEP Place into Operation Permit (signed/sealed)

Schedule - Design Drawings and FDEP Construction Permit – January 2018
- Construction Services ongoing through Project Construction

TASK 5 – OPERATIONS SERVICES

Task 5.1 – Operations Services:

As the COMPANY provides Operations Services to the wastewater system, the OWNER’S REP will assist the VILLAGE in overseeing the COMPANY’S Operations Services by:

a) Performing an audit of the COMPANY’S Operations Services, or alternatively the VILLAGE’s wastewater operations, to ensure that services are being delivered in accordance with acceptable best management practices.

b) Review work authorizations submitted by the COMPANY to the VILLAGE for maintenance and repair work requested by the COMPANY.

c) Attend weekly Operation and Maintenance Meetings with the COMPANY and VILLAGE staff as required.

d) Assist with warranty work follow-up, when required.

Deliverables - Submit an audit of the COMPANY’s Operations Services or the Village’s wastewater operations, and
Provide opinion of need and cost of submitted Work Authorizations received from the COMPANY’s Operations Services.

Schedule - Ongoing throughout Project.

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 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 Utilities Manager and staff as required for assisting with final determination of EDUs for proposed development and redevelopment projects.

Schedule - Ongoing throughout Project.

Task 6.3 – 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 Utility and its facilities as needed; and
- Providing as-needed assistance at the direction of the Utilities Manager.
EXHIBIT “3”

2017-2018 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.