RESOLUTION NO. 12-05-29

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE PROJECT AGREEMENT FOR WORK AUTHORIZATION #10 BETWEEN WADE TRIM, INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR GENERAL ENGINEERING SERVICES TO PROVIDE OWNER’S REPRESENTATIVE AND DESIGN AND CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE DESIGN-BUILD-OPERATE OF THE VILLAGE’S WASTEWATER SYSTEM; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION #10; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE WORK AUTHORIZATION #10; 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. for engineering services on October 13, 2008; and

WHEREAS, as part of development of the Village-wide wastewater utility, the Village will enter into a contract with a firm to Design-Build-Operate the Village’s wastewater system (the “Project”); and

WHEREAS, the Village will require general engineering services to provide Owner’s Representative, and Design and Construction Management and oversight services in connection with the Project, including Project coordination, full-time resident construction inspection and construction management services, Project controls and scheduling; and

WHEREAS, Wade Trim, Inc. has prepared the Project Agreement for Work Authorization #10 (the “Work Authorization”) to the Agreement, to provide the Owner’s Representative and Design and Construction Management Services for the Project; and

WHEREAS, Wade Trim, Inc. has agreed to provide the services described in the Work
Authorization.

**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 Project Agreement for the Work Authorization between Wade Trim, Inc. 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, is approved.

**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 Agreement.** The Village Manager is authorized to execute the Project Agreement for 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.

PASSED AND ADOPTED this first day of May, 2012.

Motion to adopt by Councilman Achenberg, second by Vice Mayor Philipson.

FINAL VOTE AT ADOPTION
Mayor Michael Reckwerdt  Yes
Vice Mayor Ken Philipson  Yes
Councilman Don Achenberg  Yes
Councilman Ted Blackburn  Yes
Councilman Dave Purdo  Yes

Ken Philipson
KEN PHILIPSON, VICE MAYOR

ATTEST:

Debra Eastman, MMC
VILLAGE CLERK

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

VILLAGE ATTORNEY
PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

WADE TRIM, INC.

for

Work Authorization No. 10

GENERAL ENGINEERING SERVICES TO PROVIDE OWNER’S REPRESENTATIVE, AND DESIGN AND CONSTRUCTION MANAGEMENT SERVICES TO ASSIST IN THE DESIGN-BUILD-OPERATE PROJECT FOR VILLAGE-WIDE WASTEWATER SERVICES TO THE REMAINING SERVICE AREA ("Project")
PROJECT AGREEMENT

Between

THE ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

WADE TRIM, INC.

For

Work Authorization No. 10

General Engineering Services to Provide Owner’s Representative, and Design and Construction Management Services to Assist in the Design-Build-Operate Project for Village-Wide Wastewater to the Remaining Service Area (“Project”)

Pursuant to the provisions contained in the “Continuing Services Agreement” between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the “VILLAGE”) and WADE TRIM, INC., (“CONSULTANT”) dated October 13, 2008, 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 April 1, 2012 and shall continue in full force and effect through December 31, 2015, 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 60 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Council.

3.2 **Contract Time.** Upon the commencement of the term of this Agreement, the 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 of services as determined by the Project Schedule, the CONSULTANT shall pay to the VILLAGE the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: $500.00 per day. The CONSULTANT may claim extension if the factors involved are not under their 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 $750,000.00, FOR THE 2012 FISCAL YEAR AS SHOWN IN EXHIBIT 3. EXPENDITURES FOR FUTURE YEARS SHALL BE CONSIDERED DURING THE BUDGETING PROCESS AND BE CARRIED FORWARD INTO THIS WORK AUTHORIZATION ONCE APPROVED.
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 2012, and as set forth and approved during each years’ budget process for future fiscal years for the term of this Project Agreement. 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 subcontractor 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 October 13, 2008 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.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]
ATTEST:

Debra Eastman
Village Clerk

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

Weiss Serota Helfman Fasoriza
Cole & Boniske, P.L.
Village Attorney

ATTEST:

N/A
Secretary

Please type name of Secretary
(CORPORATE SEAL)

WITNESSES:

Cindi Dangal
Print Name: Cindi Dangal

Crystal Squires
Print Name: Crystal Squires

ISLAMORADA, VILLAGE OF ISLANDS

By: Edward Koconis
Village Manager

Date: May 2, 2012

CONSULTANT

WADE TRIM, INC.

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

Date: 5/14/12
EXHIBIT "1"

Project Description

The State of Florida, as part of Chapter 380 of 2010 Florida Statutes, identified the Florida Keys as an area of critical concern to land and water management. The associated Administration Commission Rule requires installing a sanitary sewer system to meet advanced wastewater treatment 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 to perform the design, build and operate of the wastewater system ("COMPANY"). Islamorada, Village of Islands (VILLAGE) will undertake the services of the COMPANY to perform all services required to bring a fully functional wastewater system into operation. Wade Trim, Inc. shall function as Owner's Representative and Construction Manager (OWNER'S REP), and act as the VILLAGE'S agent with regard to all aspects of this scope of services. Hence, the OWNER'S REP will serve as the focal point of contact with the COMPANY. However, the VILLAGE will retain contractual agreement responsibilities with the COMPANY. 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 are broken down into the following four (4) tasks:

 Task 1 – Owner's Representative Services
 Task 2 – Design Phase Management Services
 Task 3 – Construction Phase Management Services
 Task 4 – Project Controls Management Services
EXHIBIT "2"

Scope of Services and Project Schedule

TASK 1 – OWNER’S REPRESENTATIVE SERVICES

Task 1.1 – General Technical Assistance in Contract Negotiations
The OWNER’S REP will provide as-needed technical assistance in negotiating a final agreement with the COMPANY to provide Design/Build/Operate services for the implementation of the VILLAGE’S Wastewater Implementation Project (DBO Contract). The OWNER’S REP will also provide as-needed technical assistance in negotiating and implementing an inter-local agreement between the VILLAGE and the Key Largo Wastewater Treatment District for treatment and disposal of the VILLAGE’s wastewater.

Task 1.2 – Full Owner’s Representative Coordination Services with COMPANY Scope of Services: The OWNER’S REP shall serve as the primary point of contact for the execution of the COMPANY’s work activities. Under this Work Authorization, the OWNER’S REP shall perform the services required and described in the DBO Contract with the COMPANY as OWNER’S REP services, and shall comply with all terms and conditions of the DBO Agreement, and shall verify that the COMPANY provides all the services the COMPANY is required to provide in the DBO Contract with the VILLAGE. All work activities by the COMPANY will be coordinated by the OWNER’s REP and will adhere to the DBO Contract between the VILLAGE and the COMPANY. TASK 1 will provide general oversight, coordination and reporting services to the VILLAGE and will be summarized in the Monthly Report developed under Task 1.3

Deliverables
- Oversee and manage the COMPANY’S execution of the DBO Contract.
- Correspondence as required throughout the Project with VILLAGE, COMPANY, Permitting Agencies, Key Largo Wastewater Treatment District (KLWTD), other Public Agencies, and any other parties.
- Consult with and advise VILLAGE on all aspects of the Project.

Schedule
- Ongoing throughout Project.
**Task 1.3 – Monthly Report:** As part of this task, the OWNER’S REP will prepare and issue a Monthly Report to the VILLAGE. The Monthly Report will contain a full status of all ongoing and completed work activities. The Monthly Report will include the following information:

- Executive Summary
- Work completed during reporting period
- 30-day look ahead schedule
- Project accomplishments
- Potential Project obstacles with remedies to remove obstacles to maintain Project progress
- Stakeholder communications
- Budget and schedule analysis

**Deliverables**
- Prepare, reproduce and distribute Monthly Report.

**Schedule**
- Ongoing throughout Project.

**Task 1.4 – Monthly Public Meetings:** The OWNER’S REP will attend Monthly Public Meetings during the duration of the Project to address any discussions, questions or issues that arise during the meetings with regards to the Project. The OWNER’S REP will work with the COMPANY to ensure their attendance at the meetings. The meetings will also be the opportunity to ensure that community input is received and that citizens are kept informed on the content and status of the Project.

**Deliverables**
- Attend Monthly Public Meetings with VILLAGE and COMPANY.
- Address any matters during the meeting regarding the Project as required by VILLAGE.

**Schedule**
- Ongoing throughout Project.

**Task 1.5 – Project Communications Plan:** The OWNER’S REP will develop a Project Communications Plan during the early stages of the Project. The Project Communications Plan will identify the communication processes that will be followed by the COMPANY, OWNER’S REP, VILLAGE, and other stakeholders during the duration of the Project. The Project Communications Plan will address all types of communications that will occur during the Project.
not only to include all direct communication between the COMPANY, OWNER’S REP, VILLAGE, and other stakeholders.

The Program Communications Plan will be drafted by the OWNER’S REP and submitted to the VILLAGE for their review and approval. Once approved, the Project Communications Plan will become the guidance on all future communications on the Project.

Deliverables  - Prepare draft Project Communications Plan for VILLAGE review.

- Address all VILLAGE comments and concerns.

- Produce and distribute final Project Communications Plan.

Schedule  - Ongoing throughout Project.

**Task 1.6 – KLWTD Coordination:** The OWNER’s REP will coordinate the delivery of Project documents required in the Inter-Local Agreement between the VILLAGE and KLWTD. Services required in the Inter-Local Agreement that will be coordinated by the OWNER’S REP include the delivery of design review documents, and receipt and distribution of KLWTD comments, submittal and coordination of proposed innovative design elements, verification of design criteria being met by the COMPANY, distribution of Project schedules, Project meeting summaries, and Project records, coordination of construction inspection by KLWTD staff, the distribution of a Monthly Report to KLWTD, and coordinating start-up and equipment testing with KLWTD staff.

Deliverables  - Transmittal of required documentation.

- Receive and compile KLWTD comments and distribute to COMPANY.

- Transmit comment resolution documentation.

Schedule  - Ongoing throughout Project.

**Task 1.7 – Village-Wide Wastewater Standards and Policies:** The OWNER’s REP will develop Village-Wide Standards and Policies required to comply with wastewater influent standards and KLWTD standard policies required in the Inter-Local Agreement.

Deliverables  - Village-Wide Utility Standards and Policies

- Village-Wide Grease Interceptor Program

- Single-Family Residential/Single-Building Commercial Connection Standards
- FDEP-Permitted Connection Standards

Schedule
- Submit draft documents within 90 days for Village and KLWTD review and comment
TASK 2 – DESIGN PHASE MANAGEMENT SERVICES

Task 2.1 – Oversee COMPANY Design Progress: The OWNER’S REP shall serve as the focal point of contact with the COMPANY during the design phase of the program and shall oversee and track their progress toward the successful completion of the design work. In conjunction with VILLAGE staff, OWNER’S REP will meet monthly with COMPANY to review the progress and status of its design work activities. These meetings shall also serve as a primary method for exchanging information, resolving design decisions, and reviewing design submittals and progress. The COMPANY shall be required, as a part of its DBO Contract with the VILLAGE, to develop and maintain a progress schedule of its design activities. Should the OWNER’S REP determine that the COMPANY has fallen behind schedule with the design, the OWNER’S REP will require the COMPANY to provide a recovery schedule that will recover the COMPANY’S design work schedule. The OWNER’S REP will prepare and distribute meeting minutes to all attendees and other appropriate parties.

Deliverables
- Meeting agendas and minutes.
- Review and comment on COMPANY design submittals, schedules, request and review recovery schedules, if required.
- Prepare correspondence between the OWNER’S REP, COMPANY, and VILLAGE, as required.
- Review and process monthly invoices from COMPANY for design phase services.

Schedule
- Ongoing throughout design phase of the Project.

Task 2.2 – Design Reviews: The OWNER’S REP will hold one public meeting for each island’s sewer contract and one public hearing for the force main contract to the KLWTD Plant at the 60% design phase to ensure that community input is received and that the VILLAGE’S wastewater customers are kept informed on the content and status of the Project. OWNER’S REP will attend these meetings with the COMPANY and appropriate VILLAGE representatives, as required.
OWNER'S REP will coordinate and chair meetings between with COMPANY and VILLAGE departments and staff. The COMPANY will provide plans and renderings for review at the public meetings. OWNER'S REP will schedule, coordinate and conduct these meetings accordingly.

To verify that all design requirements and design standards have been followed, OWNER'S REP will perform reviews of all Project design documents and specifications at the preliminary (30% completion), intermediate (60% completion), and final (100% completion) design stages. The purpose of these reviews shall be to verify that the documents are consistent with the design intent and the Design Criteria Package. OWNER'S REP will forward a copy of each review set of design documents and specifications to the VILLAGE for their review and comment. OWNER'S REP shall provide comments on the specifications, plans and other supporting materials, as applicable. A meeting shall be held with OWNER'S REP, COMPANY and VILLAGE to discuss review comments from both the VILLAGE and OWNER'S REP. OWNER'S REP will ensure that COMPANY obtains and address all relevant OWNER'S REP, VILLAGE, governmental agency and community comments regarding design issues related to the Project. OWNER'S REP will also coordinate design review meetings with other regulatory agencies and stakeholders such as K LWTD, Army Corps of Engineers, FDEP, and those required by other parties including local, state, and federal funding/financing sources.

Deliverables
- Meeting agendas and minutes.
- Review COMPANY furnished contract design documents at the preliminary (30%), intermediate (60%) and final design completion (100%) stages.
- Facilitate review and comments from VILLAGE for the preliminary (30%), intermediate (60%) and final design completion (100%) stages.
- Provide comments on COMPANY furnished contract design documents.
- Coordinate and participate in meetings with the COMPANY’S design professionals to review comments.

Schedule
- Ongoing throughout design phase of the Project.
Task 2.3 – Permitting Assistance: The OWNER’S REP will monitor the COMPANY’S efforts toward preparing and submitting permit applications for the Project, attending all resulting meetings, and responding to all requests for information (RFI’s) from jurisdictional agencies. OWNER’S REP will attend permit related meetings with the COMPANY to observe meeting content and observe permitting agency comments. OWNER’S REP will track and monitor progress on the preparation and review of permits and subsequent requests for information. The PROGRAM MANAGER will assist the COMPANY in expediting any reviews and/or approvals necessary to secure the permits. In addition, the OWNER’S REP will develop and maintain a database that identifies all permits that may be needed for all planned construction. This database shall identify the specific permit(s) required for each element of the project, the timing for when the permit is needed, the individual responsible for preparing the permit, and the current status of the permit and any related RFI’s and responses.

Deliverables
- Receive, log in and track all permit applications by COMPANY to respective agencies.
- Prepare a permit tracking database.
- Receive, log in and track agency Requests for Information to COMPANY and VILLAGE.
- Ensure that agency Requests for Information are responded to in a timely fashion.

Schedule
- Ongoing throughout Project.

TASK 3 – CONSTRUCTION PHASE MANAGEMENT SERVICES

The OWNER’S REP will perform the following tasks associated with managing and coordinating all construction phase activities by the COMPANY. These tasks will be performed for the duration of all construction activities for the Project by the COMPANY. The budget established for these services was based on the COMPANY’S Project schedule submitted with its proposal. A revision to the Construction schedule may dictate a budget shift. Construction phase management services are provided for the intent of becoming familiar with the progress of the construction work and to monitor and verify that the work is progressing in general
accordance with the Project Schedule and requirements of the DBO Contract documents, and all applicable governmental agency regulations.

**Task 3.1 – Pre-Construction Conference(s):** OWNER’S REP will coordinate and attend pre-construction conferences with COMPANY, utility companies, KLWTD, FDOT, Monroe County representatives and VILLAGE personnel, as applicable. The OWNER’S REP will receive and review all corresponding pre-construction conference deliverable including preliminary schedules, traffic maintenance plan, health and safety plan, list of key staff, status of permits, and emergency contact information at this meeting. OWNER’S REP will record, prepare and distribute meeting minutes to all attendees and other appropriate parties. The Pre-Construction Conference will be held to establish the guidelines of the Project and discuss communication and documentation procedures that will be put into place for the life of the Project.

Deliverables
- Meeting agendas and minutes.
- Attend and participate in pre-construction conference.

Schedule
- Within 30-days of Notice-to-Proceed to COMPANY.

**Task 3.2 – Manage Construction Progress:** OWNER’S REP will meet monthly with COMPANY and applicable VILLAGE representatives. The purpose of these meetings shall be to review the status of the following:

- Construction Progress
- Project Schedule (including a 30-Day Look Ahead Schedule)
- Shop Drawing Submittals Status
- Request for Information (RFI) Status
- Financial Status (Contract Value and Payment)
- Contract Change Status (Change Orders, Potential Changes)
- Issues of Concern
- Contract Document Clarifications and Interpretations

The OWNER’S REP will conduct field visits to the Project site for the purpose of confirming the COMPANY’S progress. Resident Engineering and Full-Time Resident Inspection services are discussed under Task 3.7 and Task 3.8. The OWNER’S REP will prepare and distribute meeting minutes to all attendees and other appropriate parties.
Deliverables - Meeting agendas and minutes.
- Attend and participate in weekly progress meetings with COMPANY, VILLAGE, and other project stakeholders as appropriate.
- Review COMPANY’S thirty-day look ahead schedules, shop drawing and RFI status reports.

Schedule - Ongoing throughout Program.

**Task 3.3 – Utility and Permitting Coordination Services:** OWNER’S REP will provide ongoing coordination between the COMPANY, local municipal authorities, governmental agencies, utility companies, and other known jurisdictional agencies, to verify that all required construction permits and approvals for the Project have been obtained. The OWNER’S REP will verify that the COMPANY’S traffic control plan has received required jurisdictional agency approvals. OWNER’S REP will work with VILLAGE to establish procedures for monitoring enforcement of the COMPANY’S traffic control program throughout the duration of the Project. OWNER’S REP will also coordinate construction progress meetings and review of the construction work with other regulatory agencies and stakeholders such as KLWTD, Army Corps of Engineers, FDEP, and those required by other parties including local, state, and federal funding/financing sources.

Deliverables - Verify that all required permits and approvals have been obtained.
Schedule - Ongoing throughout Project.

**Task 3.4 – Requests for Information / Clarification (RFIs):** OWNER’S REP will receive, log and process all RFI’s from the COMPANY. Whenever an RFI requests interpretation of the Design Standards Manual, Design Criteria Package, or DBO Contract between the COMPANY and VILLAGE, the OWNER’S REP will provide timely responses to the COMPANY as to not delay the Project. The OWNER’S REP will be responsible for tracking a timely response back to the COMPANY. OWNER’S REP will prepare and distribute RFI status reports at the monthly progress meetings with the COMPANY.

Deliverables - Receive, log in and transmit RFI’s to appropriate parties.
- Respond to RFI’s.
- Maintain and distribute RFI Status Report, on a monthly basis.
Schedule: Ongoing throughout Project.

**Task 3.5 – Processing of Shop Drawings:** OWNER'S REP will receive, review, and comment on each shop drawing provided by the COMPANY. The OWNER’S REP will distribute copies of shop drawings and submittals to VILLAGE for their review and comment, and combine OWNER’S REP comments with VILLAGE’S comments for distribution to the COMPANY. COMPANY will prepare and distribute shop drawing status reports at the monthly meetings with the OWNER’S REP.

Deliverables: - Receive and review COMPANY shop drawings.
- Track submittal review time and provide oversight as necessary.

Schedule: Ongoing throughout Project.

**Task 3.6 – Resident Engineering Services:** OWNER’S REP will provide full-time Resident Engineering services during the construction phase with professional engineering staff to reasonably verify that critical elements of the construction of the Project are being complied with and that the intent of the DBO Contract documents is being met. The purpose of OWNER’S REP'S Resident Engineering services is to provide for the VILLAGE a greater degree of confidence that the completed work will conform to the construction DBO Contract documents and that the integrity of the design concept of the Project as indicated in the DBO Contract documents and within the Design Criteria Package has been implemented and preserved by the COMPANY.

The OWNER’S REP will not supervise, direct or have control over any COMPANY’S work nor will OWNER’S REP have authority over or responsibility for the means, methods, techniques, sequences or procedures of the COMPANY for safety precautions and programs incident to the work of COMPANY or for any failure of the COMPANY to comply with laws, rules, regulations, ordinances, codes or orders applicable to the COMPANY’S furnishing and performing the work. Accordingly, OWNER’S REP neither guarantees the performance of COMPANY nor assumes responsibility for any COMPANY’S failure to furnish and perform its work in accordance with the DBO Contract documents. Resident Engineer will provide written documentation to the COMPANY of items identified during the course of the COMPANY’S work regarding areas that do not comply with the design intent or the Design Criteria Package.
for the COMPANY to resolve (and provide copies of all notices to the VILLAGE). The Resident Engineer will follow-up and monitor the remedies implemented by the COMPANY to resolve any identified issues to ensure their completeness.

OWNER’S REP’s level of effort is based upon full time resident field representation during all construction activities by COMPANY.

**Task 3.7 – Full-Time Resident Construction Inspection Services:** OWNER’S REP will provide full-time Resident Construction Inspection staff to be on-site at all times when the COMPANY is performing construction activities. It is anticipated that multiple OWNER’S REP Resident Construction Inspectors will be required during various phases of construction. The OWNER’S REP level of effort is based upon the assumption that multiple construction efforts by the COMPANY will be ongoing simultaneously at different locations. The OWNER’S REP Resident Construction Inspection staff will provide full-time inspections at all times of construction, regardless of the total number of construction sites with work activity ongoing concurrently.

OWNER’S REP will provide Resident Construction Inspection staff to observe the construction of the work and;

(a) Conduct on-site inspections of the work in progress to assist in determining if the provisions of the DBO Contract documents and permit conditions are being fulfilled and to reasonably protect the VILLAGE against defects and deficiencies in the work of the COMPANY. OWNER’S REP will timely report, to the VILLAGE in writing, whenever it is believed that work is unsatisfactory, faulty or defective and/or does not conform to the DBO Contract documents, does not meet the requirements of inspections, tests, or has been damaged prior to final payment. OWNER’S REP will timely report, to the COMPANY and VILLAGE in writing, whenever it is believed that a hazardous condition exists.

(b) OWNER’S REP will conduct on-site inspections of the work in progress to determine if the DBO Contract documents and permit requirements are being complied with and to protect the VILLAGE against COMPANY work defects and deficiencies.
OWNER’S REP will timely advise the VILLAGE, in writing, whenever work is determined to not conform to the DBO Contract documents, permit requirements are not being complied with, and/or whenever an observed COMPANY’S work is determined to be defective/deficient. OWNER’S REP’S Resident Construction Inspection staff shall attend all scheduled meetings with the COMPANY as necessary.

(e) Maintain a daily log of work performed. The daily notes shall include records of when the COMPANY is on the job-site, weather conditions, number of working crews, number of workers in each crew, change orders, changed conditions, work completed, detailed sketches of work completed, list of job site visitors, daily drilling and testing activities, observations in general, and specific observations in more detail as in the case of observing test procedures. Record, in writing, the outcome of these inspections. OWNER’S REP will identify any utilities damaged and verify that the COMPANY has notified the respective utility owner.

(d) Verify that tests, equipment and systems start-up are conducted in the presence of appropriate personnel and that the COMPANY maintains adequate records thereof; and observe, record, and report appropriate details relative to the test procedures and start-up.

(e) Provide a photographic record of the construction, beginning with pre-construction documentation and completing with post-construction photographs. Photographs shall be digital snapshots type taken to define the progress of the Project and shall be labeled as to date, location, view and signed by the OWNER’S REP.

(f) Review materials and workmanship of the Project and timely report to VILLAGE in writing any deviations from the DBO Contract documents that may come to the OWNER’S REP’s attention. Determine the acceptability of the work and materials and make recommendation to VILLAGE to reject items not meeting the requirements of the DBO Contract documents.

(g) Check COMPANY’S material certifications and samples, verifying that delivered materials match approved shop drawings.

(h) Observe critical points in the construction process.
(i) Direct and supervise the sampling and testing of materials to be performed by COMPANY’S testing efforts and laboratories.

(j) OWNER’S REP will verify all pay requisition quantities in the field by measurement. OWNER’S REP will develop a Field Measurement Form and utilize such form as verification of pay requisition items.

(k) Monitor that record drawing mark-ups are properly maintained by the COMPANY throughout the life of the construction phase of the DBO Contract.

Deliverables - Provide full time Resident Construction Inspection representation on Project, as deemed necessary.
            - Prepare Daily Construction Observation Forms and distribute to Program staff.
            - Provide photographs of construction progress

Schedule    - Ongoing throughout Project.

**Task 3.8 – Start Up, Testing and Commissioning:** The OWNER’S REP will attend, witness, and observe all local start-up and testing efforts performed by the COMPANY. OWNER’S REP will compile issues identified during any start-up and commissioning efforts that fail to comply with the testing requirements and distribute to the COMPANY for their resolution in accordance with the COMPANY’S DBO Agreement. The OWNER’S REP will notify the VILLAGE regarding failed testing efforts and the COMPANY’S plan to re-test once issues have been resolved. The OWNER’S REP will also notify the VILLAGE of successful tests that have been completed.

Deliverables - Compile and distribute documentation to the COMPANY and VILLAGE for resolution during start-up and testing.
            - Observe and witness all start-up and testing efforts by the COMPANY.

Schedule    - Ongoing throughout Project.

**Task 3.9 – Operation and Maintenance Manual Review:** Prior to start-up and commissioning efforts, the OWNER’S REP will receive and review the COMPANY prepared Operation and Maintenance (O&M) Manuals to ensure completeness and meet the requirements of the DBO Contract and the Design Criteria Package. The OWNER’S REP will prepare written comments
and distribute them to the COMPANY. The OWNER’s Rep will monitor the start-up efforts of the COMPANY utilizing the O&M Manuals and ensuring the COMPANY’S start-up efforts are completed within the parameters set forth in the O&M Manuals.

Deliverables
- Compile and distribute comments to the COMPANY on O&M Manual development.

Schedule
- Ongoing throughout Project

Task 3.10 – Project Closeout: Upon receiving notice from the COMPANY advising the VILLAGE and OWNER’S REP that the Project is substantially complete, OWNER’S REP, in conjunction with appropriate VILLAGE staff, shall schedule and conduct an overview of the Project. The overview shall include OWNER’S REP’s development of a “punch list” of items needing completion or correction prior to consideration of final acceptance. The list shall be forwarded to the COMPANY.

Upon notification from COMPANY that all remaining “punch list” items have been resolved, the OWNER’S REP, in conjunction with appropriate VILLAGE staff, shall perform a final review of the finished Project. Based on successful completion of all outstanding work items by COMPANY, OWNER’S REP shall assist the VILLAGE in closing out the design-build portion of the DBO Contract. This will include, but not limited to, providing recommendations concerning acceptance of the Project and preparing / collecting necessary documentation, including but not limited to, warranties, lien waivers, COMPANY’S final affidavit, close-out change orders, and processing of the final payment application.

Deliverables
- Receive COMPANY substantial completion notification.
- Coordinate and attend field meetings to review substantial completion.
- Prepare and verify that punch lists are completed.
- Certify Project completion to appropriate agencies.

Schedule
- Ongoing throughout Project.

Task 3.11 – Post Construction Services: OWNER’S REP will assist the VILLAGE with the coordination of requested warranty work from the COMPANY. This assistance shall be provided for the duration of the Project to a period not to exceed the completion date of the Project. In addition, OWNER’S REP will transfer all Project files to the VILLAGE at the completion of the
Project. It is assumed that the VILLAGE shall make arrangements for placement of files in storage as required. In addition, OWNER’S REP will coordinate the transfer of record drawings and applicable test results to the VILLAGE.

Deliverables
- Assist VILLAGE with warranty work completion.
- Place all Project files in suitable cardboard containers for transfer to VILLAGE storage facilities.

Schedule
- Ongoing throughout Project.

TASK 4 – PROJECT CONTROLS MANAGEMENT SERVICES

Task 4.1 – Review of COMPANY’S Schedules: OWNER’S REP will review the construction schedules proposed by the COMPANY for compatibility with the intent of the DBO Contract documents. OWNER’S REP will work with the COMPANY to develop acceptable schedules. OWNER’S REP will review schedules with applicable VILLAGE staff.

COMPANY will be requested to submit a monthly schedule update, which shall be reviewed by OWNER’S REP. Progress payments shall not be approved if the monthly schedule is not submitted. OWNER’S REP will require the COMPANY to provide a list of materials and equipment needed over the upcoming six (6) month period and proposed delivery dates for such items. OWNER’S REP will advise the COMPANY of apparent schedule impacts from other Projects including interface requirements and work to be performed by other entities in the area. Should the OWNER’S REP determine that COMPANY has fallen behind schedule, the COMPANY will be required to provide a recovery schedule that will accelerate work and get them back on schedule.

Deliverables
- Receive, log in and review COMPANY’S baseline Project schedules.
- Receive, log in and review monthly schedule updates.
- Provide COMPANY with schedule comments.
- Update Master Program Schedule based upon COMPANY’S approved schedule (baseline and monthly update).

Schedule
- Ongoing throughout Project.
**Task 4.2 – Progress Payment Requests:** OWNER’S REP will receive and review monthly payment requests submitted by the COMPANY to ascertain accuracy and prepare payment requests in accordance with VILLAGE procedures. Based upon the Project records, as well as OWNER’S REP’s inspections at the construction sites and evaluations of the data reflected in COMPANY’S application for payment, OWNER’S REP will render a recommendation to VILLAGE concerning the amount owed to the COMPANY and will forward the COMPANY’S application for such amount to VILLAGE. Such approval of the application for payment shall constitute a representation by OWNER’S REP to VILLAGE, based on observations and evaluations, that:

(a) The work has progressed to the point indicated;
(b) The work is in substantial accordance with the DBO Contract Documents; and
(c) The COMPANY is entitled to payment in the recommended amount
(d) The COMPANY has submitted all required supporting documentation for payment.

OWNER’S REP will assist VILLAGE staff with tracking and expediting of progress payments through the VILLAGE Finance/Accounting Department.

**Deliverables**
- Receive and review COMPANY monthly Requests for Payment.
- Verify that all required supporting documentation, such as record drawing maintenance, monthly progress schedule update, waivers or release of liens and certifications are submitted with COMPANY’S Request for Payment.

**Schedule**
- Ongoing throughout Project.

**Task 4.3 – Requests for Changes to Design/Build Price and/or Schedule:** OWNER’S REP shall receive, log and evaluate all requests for Project cost and/or schedule changes from the COMPANY. Changes may be the result of unforeseen conditions or interferences identified by the COMPANY during the routine progress of work, inadvertent omissions (betterment) issues in the DBO Contract documents, or additional improvements requested by the VILLAGE after the COMPANY’S Notice to Proceed. Regardless of the source, OWNER’S REP will evaluate the merit of the change as well as the impact of the potential change in terms of Project cost and
the schedule, as acceptable to the VILLAGE. Such evaluation of the change shall constitute a representation by OWNER’S REP to VILLAGE, based on inspections and evaluations of the work.

OWNER’S REP will coordinate negotiations with the COMPANY and VILLAGE staff, as applicable. OWNER’S REP will review recommendations with VILLAGE. The OWNER’S REP will be responsible for preparation of any documentation relative to a change order. Additional claims assistance services are discussed under Task 4.5.

Deliverables
- Perform merit evaluation of change requests.
  - Receive, log in and transmit change requests to appropriate parties for review and action, as applicable.
  - Perform independent review of request for cost adjustment and/or contract time extension.
  - Coordinate and participate meetings, as required, with VILLAGE and COMPANY to resolve and/or negotiate the equitable resolution of request.
  - Prepare and distribute Project correspondence.
  - Prepare all documentation relative to the change order.

Schedule
- Ongoing throughout Project.

**Task 4.4 – Document Control and Administration:** OWNER’S REP will maintain all Project documentation for the duration of the Project. All documentation will be processed efficiently and stored for easy retrieval in an established document control system. A full time resident Document Control Administrator who will have the responsibilities of receiving and sending documents, managing the electronic document control system, and generating the appropriate reports typically prepared under such systems will be in residence in the OWNER’S REP’s office.

The document control system ensures that Project correspondence is addressed within the appropriate time frame. RFIs are responded to in sufficient time to avoid delays, and shop drawings/submittals are responded to within 10 working days, unless urgency dictates otherwise. Change order correspondence is also addressed in a prompt, thorough manner. The control system generates weekly shop drawing/submittal, RFI, correspondence, and change order logs to facilitate the approved progress schedules.
Upon completion of the construction phase of the Project, all Project related files will be transferred by the OWNER’S REP to the VILLAGE for archive storage.

**Deliverable**
- Centralized document control system.
- Turnover of all project documentation to Village at the conclusion of the Project

**Schedule**
- Ongoing throughout Project.

**Task 4.5 – Construction Claims Assistance:** OWNER’S REP will provide assistance in reviewing the merit aspects of COMPANY claims as to validity and interpretation, on an as needed basis. OWNER’S REP will prepare a technical interpretation for each construction claim (if deemed necessary by OWNER’s REP and/or VILLAGE) and identify whether the COMPANY’S claim is valid or invalid, with respect to a technical observation of the DBO Contract documents. The OWNER’S REP will assist in the VILLAGE in negotiating the claims with the COMPANY.

**Deliverable**
- Interpretation of construction claims.

**Schedule**
- Ongoing throughout Project.

**Task 4.5 – Owner Direct Purchase Program Implementation and Oversight:** The OWNER’S REP will coordinate and oversee any Owner Direct Purchase Program undertaken by the VILLAGE for certain materials/equipment pre-purchased by the VILLAGE for installation by the COMPANY. The OWNER’S REP will work with the COMPANY to coordinate material orders, verify receipt of materials from manufacturers/suppliers, log materials received, and monitor the transition of responsibility from the VILLAGE to the COMPANY for the received materials and equipment. The OWNER’S REP will work with the VILLAGE to verify amounts paid to manufacturers/suppliers by the VILLAGE, and proper credits are received from the COMPANY under any Owner Direct Purchase Program.

**Deliverable**
- Documentation and logs of received materials/equipment purchased under this program.

**Schedule**
- Ongoing throughout the Project.
EXHIBIT "3"

Work Authorization No. 10
2012 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. At present, the following budgets are established for the above Tasks. However, funds from these tasks can be shifted between tasks included in this Work Authorization should some tasks require additional effort than originally planned.

<table>
<thead>
<tr>
<th>Task</th>
<th>Hourly Not To Exceed Compensation Fiscal Year 2012</th>
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<tbody>
<tr>
<td><strong>Task 1 - Owner’s Representative Services</strong></td>
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<tr>
<td>Task 1.1 - General Technical Assistance in Contract Negotiations</td>
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<td>Task 1.2 - Full Owner’s Representative Coordination Services with COMPANY Scope of Services</td>
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<td>3.8</td>
<td>Start-up, Testing and Commissioning</td>
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<td>Operation and Maintenance Manual Review</td>
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