

**CITY OF MARATHON, FLORIDA
RESOLUTION 2016-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A PROJECT AGREEMENT FOR THE ENGINEERING DESIGN FOR THE EXPANSION OF THE OPERATING FILTRATION SYSTEMS AT WASTEWATER TREATMENT PLANTS #3 AND #4” TO WEILER ENGINEERING CORPORATION IN THE AMOUNT OF \$228,545.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) and Weiler Engineering Corporation. (the “Engineer”) have entered into a continuing services agreement for Professional Engineering Services in February of 2013; and

WHEREAS, Work Authorization No. 2016-03,” (the “Project Agreement”) contains the scope of work to provide professional engineering services required for the surveying, design, permitting and bidding for expansion of the operating filtration systems at wastewater treatment plants #3 and #4” (the “Project”). The Work Authorization also includes CEI services for construction inspections and closeout of the project dated February 23, 2016; and

WHEREAS, the City staff wish to enter into this agreement, which will enable the City to bid and construct the expansion of the filtration systems at Wastewater Treatment Plants #3 and #4.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Project Agreement attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to sign the Project Agreement and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 23th DAY OF FEBRUARY 2016.

THE CITY OF MARATHON, FLORIDA



Mark Senmartin, Mayor

AYES: Bartus, Coldiron, Kelly, Zieg, Senmartin
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

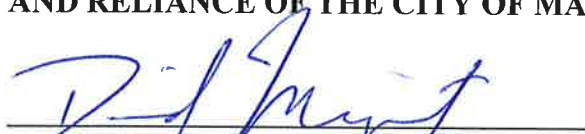

David Migut, City Attorney

EXHIBIT "A"

PROJECT AGREEMENT

Between

CITY OF MARATHON, FLORIDA

And

WEILER ENGINEERING CORPORATION

for

Work Authorization No. 2016-03

Area 3 and Area 4 WWTP Effluent Filtration Upgrades

February 23, 2016

PROJECT AGREEMENT

Between

THE CITY OF MARATHON, FLORIDA

And

WEILER ENGINEERING CORPORATION

For

Work Authorization No. 2016-0

Area 3 and Area 4 WWTP Effluent Filtration Upgrades

Pursuant to the provisions contained in the "Continuing Services Agreement" between the CITY OF MARATHON, FLORIDA (the "CITY") and THE WEILER ENGINEERING CORPORATION, ("CONSULTANT") dated February 15, 2013, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The CITY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the CITY 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 CITY 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

Weiler Engineering will assist the City in complying with the requirements of FDEP Consent Order, OGD 15-0620-44-DW, dated October 30, 2015 related to the required Area 3 and Area 4 wastewater treatment plants effluent filtration improvements.

Deliverables will include:

Design, Permitting and Bidding Phase

- FDEP wastewater application Form 1 for the Area 3 WWTP
- FDEP wastewater application Form 1 for the Area 4 WWTP
- FDEP wastewater application Form 2A – Substantial Modification for the Area 3 WWTP
- FDEP wastewater application Form 2A – Substantial Modification for the Area 4 WWTP
- Environmental Resource Permit application for the Area 3 WWTP (if needed)
- Environmental Resource Permit application for the Area 4 WWTP (if needed)
- Preliminary Design Report for filtration improvements for the Area 3 WWTP
- Preliminary Design Report for filtration improvements for the Area 4 WWTP
- Survey of Existing Conditions by Licensed Professional Surveyor for the Area 3 WWTP
- Survey of Existing Conditions by Licensed Professional Surveyor for the Area 4 WWTP
- 60% Design Documents and Engineer's Opinion of Probable Cost for the Area 3 WWTP filtration improvements and new side access improvements
- 60% Design Documents and Engineer's Opinion of Probable Cost for the Area 4 WWTP filtration improvements
- 100% Design Documents and Engineer's Opinion of Probable Cost for the Area 3 WWTP filtration improvements and new side access improvements
- 100% Design Documents and Engineer's Opinion of Probable Cost for the Area 4 WWTP filtration improvements
- Bidding and Contract Documents, including but not limited to Agreement form, General Conditions, Construction Plans and Technical Specifications
- Bid evaluation form and Recommendation of Award
- Notice of Intent to Award
- Notice of Award
- Conformed Contract Documents for construction

Construction Phase

- Notice to Proceed
- Approved preliminary schedules, schedule of values and other preliminary matters
- Approved shop drawings and submittals

- Copies of daily construction inspection reports
- Monthly construction status reports
- Recommendations to process Contractor progress payments
- Certification of Substantial Completion and Final Punch List to Contractor
- Notification of Completion of Construction for Wastewater Facilities to FDEP
- Certification of Final Completion to Contractor
- Approved Record Drawings (produced by Contractor)
- Approved Final Operation and Maintenance Manuals (produced by Contractor)
- Certification of Final Completion to Contractor
- Recommendation for Final Payment to Contractor
- Noticed of Availability of Record Drawings and Final Operation and Maintenance Manuals to FDEP

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect two years, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the City Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, 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 "3". 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.

3.4 **Liquidated Damages.** Unless otherwise excused by the CITY 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 CITY 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: \$ N/A 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 CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY 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 CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" \$ 223,255.00 plus reimbursable expenses not to exceed \$ 5,290.00. Total not to exceed amount for this Work Authorization is \$ 228,545.00 [OR, IF HOURLY, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$ N/A]

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Hourly Not To Exceed Rate.** 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 personnel performing the work, the time worked and the total billing in accordance with the Payment Schedule set forth in Exhibit "3", to this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization from the City. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY 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 CITY with additional backup documentation within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY, at its sole discretion, may 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 CITY 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 CITY 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 CITY'S reasonable satisfaction.

5.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City 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 CITY that, upon receipt from the CITY 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 CITY all documents requested by the CITY 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 CITY 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 CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY 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 CITY 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 CITY 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 CITY 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 CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY 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 CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 **Suspension for Convenience.** The CITY 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 CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECION 7. INCORPORATION OF TERMS AND CONDIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated June 23, 2004 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.

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.

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ATTEST:

CITY OF MARATHON

Diane Clavier
City Clerk, Diane Clavier

By: *Charles Lindsey*
City Manager, Charles Lindsey

Date: February 23, 2016

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

David Migut
City Attorney, David Migut

ATTEST:

WEILER ENGINEERING CORPORATION

By: *Edward R. Castle*
Edward R. Castle, Vice President

Date: February 23, 2016

Exhibit "1"

Project Description

Design, Permitting and Bidding Phase

The City of Marathon and FDEP entered into a Consent Order, OGC 15-0620-44-DW, on October 30, 2015. In that Consent Order, the City is required to design and construct improvements to the effluent filtration systems at the Area 3 and Area 4 wastewater treatment plants. Weiler Engineering will assist the City in complying with these requirements. A number of activities will be required.

The City is required to submit applications for modifications to the wastewater treatment plants no later than March 1, 2016. Weiler Engineering will prepare the applications for signature by the City and will then sign, seal and submit the applications to FDEP. A Preliminary Design Report will be prepared for review and approval by the City and subsequent submission to FDEP.

Weiler Engineering will provide the services of a Licensed Surveyor and Mapper to provide signed, sealed surveys of the Area 3 and Area 4 WWTPs, including fence lines, vegetation, above-grade utilities, tanks and structures. Horizontal locations and select elevations of the existing conditions will be provided in both hard and electronic formats. These surveys will serve as the base drawings for the filtration improvements at both the Area 3 and Area 4 WWTP and as the base drawing for the new side access improvements at the Area 3 WWTP.

Weiler Engineering will prepare 60% design drawings based on the approved Preliminary Design Report. The design will include existing conditions, demolition plans, civil and site plans, mechanical plans, structural plans, electrical plans and pumping and instrumentation plans. The 60% design drawings will be submitted for review by the City.

Weiler Engineering will proceed with the 100% design drawings, incorporation and desired modifications based on the City's review comments. Contract documents and technical specifications will be prepared concurrently. The 100% design package will be submitted for review and approval by the City. Final adjustments will be made based on the City's comments. When completed, the City will be provided with an electronic set of bid documents for publication. Weiler Engineering, on request from the City, will provide hard copies in the amount requested.

Once advertised, Weiler Engineering will assist the City throughout the bid process. Responses to inquiries by prospective bidders will be provided and clarifications or supplementary information will be provided as needed. Weiler Engineering will prepare addenda to the bid as needed.

At the close of bidding, Weiler Engineering will review the qualifications of the bidders to and the completeness of the bids to determine the responsibility of the bidders. Any bidders unable to meet the minimum requirements for responsibility and responsiveness will be

disqualified. Weiler Engineering will provide a recommendation of award to the City identifying the lowest cost responsive and responsible bidder.

On approval of the recommendation of award by the City, Weiler Engineering will assist the City in preparation of the Notice of Intent to Award, the Notice of Award, the Agreement and the Notice to Proceed in accordance with the General Conditions and City requirements. Any changes, clarifications or supplemental information provided during the bid process will be incorporated into the Contract Documents, and the final Conformed Construction Documents will be signed, sealed and provided to the City and its Contractor.

Construction Phase

After issuance of the Notice to Proceed to the Contractor, Weiler Engineering will receive and review shop drawings from the Contractor. The shop drawings will be reviewed to ensure compliance with the construction drawings and technical specifications. Upon determining that the proposed materials and products conform to the requirements of the contract documents, the shop drawings will be stamped and signed as approved. The approved shop drawings will be returned to the Contractor, with copies retained by Weiler Engineering and copies provided to the City. Any proposed substitutions of materials or products will be evaluated as described in the General Conditions.

Upon mobilization by the Contractor to the work site, Weiler Engineering will provide daily construction inspections to verify that the materials and products being used are consistent with the approved shop drawings and that the work being performed is compliant with the requirements of the contract documents and with industry standards. Inspection reports will be produced to document each work day's activities, including a summary of Contractor personnel and equipment, work being performed that day, any visitors present at the site, weather conditions and any other pertinent information. Photographs of the work progress will be taken to supplement the written documentation.

Weiler Engineering will attend weekly construction progress meetings conducted by the Contractor. The Contractor will provide an agenda for each meeting as well as minutes of the previous meeting. Weiler Engineering will review and mark up the minutes as needed to ensure accuracy before final acceptance of the minutes. Any requests from the Contractor for clarifications or additional information will be submitted in writing by the Contractor to Weiler Engineering for review and response.

In the event that any changes to the work are needed or proposed, the Contractor will submit a proposed change order to Weiler Engineering in accordance with the requirements of the General Conditions. Weiler Engineering will review the proposals and make a recommendation to the City. If the City determines that a change is appropriate and in its best interest, Weiler Engineering will prepare a Change Order for execution by the Contractor and the City.

Weiler Engineering will receive applications for progress payments from the Contractor and will review the applications for completeness and accuracy. Any discrepancies will be

resolved with the contractor prior to transmitting the application to the City along with a recommendation of approval. Receipt of all Partial Releases of Lien from all vendors or subcontractors who have filed a Notice to Owner will be verified prior to notification to the City that payment may be released.

Upon receipt of notification that the Contractor believes that substantial completion of the work has been achieved, Weiler Engineering will perform an inspection of the work and, if it is determined that the work is substantially complete, will prepare the Final Punch List and the Certification of Substantial Completion for execution by all parties. At this point, the Notification of Completion of Construction for Wastewater Facilities form will be completed and submitted to FDEP.

Upon completion of all work listed on the Final Punch List and upon acceptance of the Record Drawings and Final Operation and Maintenance Manuals, Weiler Engineering will prepare the Certification of Final Completion for execution by the Contractor and the City. The Noticed of Availability of Record Drawings and Final Operation and Maintenance Manuals form will be prepared and submitted to FDEP. At this point, the Contractor may submit the application for Final Payment and release of retainage. Weiler Engineering will review the application and verify that all final releases of lien, consent of surety to final payment and other documents required for closure of the contract have been provided prior to recommending processing of the Final Payment and release of retainage by the City.

Deliverables will include:

Design, Permitting and Bidding Phase

- FDEP wastewater application Form 1 for the Area 3 WWTP
- FDEP wastewater application Form 1 for the Area 4 WWTP
- FDEP wastewater application Form 2A – Substantial Modification for the Area 3 WWTP
- FDEP wastewater application Form 2A – Substantial Modification for the Area 4 WWTP
- Environmental Resource Permit application for the Area 3 WWTP (if needed)
- Environmental Resource Permit application for the Area 4 WWTP (if needed)
- Preliminary Design Report for filtration improvements for the Area 3 WWTP
- Preliminary Design Report for filtration improvements for the Area 4 WWTP
- Survey of Existing Conditions by Licensed Professional Surveyor for the Area 3 WWTP
- Survey of Existing Conditions by Licensed Professional Surveyor for the Area 4 WWTP
- 60% Design Documents and Engineer's Opinion of Probable Cost for the Area 3 WWTP filtration improvements and new side access improvements
- 60% Design Documents and Engineer's Opinion of Probable Cost for the Area 4 WWTP filtration improvements
- 100% Design Documents and Engineer's Opinion of Probable Cost for the Area 3 WWTP filtration improvements and new side access improvements

- 100% Design Documents and Engineer's Opinion of Probable Cost for the Area 4 WWTP filtration improvements
- Bidding and Contract Documents, including but not limited to Agreement form, General Conditions, Construction Plans and Technical Specifications
- Bid evaluation form and Recommendation of Award
- Notice of Intent to Award
- Notice of Award
- Conformed Contract Documents for construction

Construction Phase

- Notice to Proceed
- Approved preliminary schedules, schedule of values and other preliminary matters
- Approved shop drawings and submittals
- Copies of daily construction inspection reports
- Monthly construction status reports
- Recommendations to process Contractor progress payments
- Certification of Substantial Completion and Final Punch List to Contractor
- Notification of Completion of Construction for Wastewater Facilities to FDEP
- Certification of Final Completion to Contractor
- Approved Record Drawings (produced by Contractor)
- Approved Final Operation and Maintenance Manuals (produced by Contractor)
- Certification of Final Completion to Contractor
- Recommendation for Final Payment to Contractor
- Noticed of Availability of Record Drawings and Final Operation and Maintenance Manuals to FDEP

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Exhibit "2"

Scope of Services and Project Schedule

Description

See Exhibit 1

Project Schedule

CONSULTANT will begin work upon execution of this Work Authorization.

Area 3 and Area 4 Effluent Filtration Upgrade Schedule

Task	Completion Date
Execution of Work Authorization	24-Feb-16
Submission of Forms 1 and 2A to City	26-Feb-16
Completion of Preliminary Design Report	31-Mar-16
Completion of Survey	15-Apr-16
Completion of Design	30-Jun-16
Publication of Bidding Documents	31-Jul-16
Recommendation of Award	30-Sep-16
Award of Contract by City	25-Oct-16
Commencement of Construction	31-Dec-16
Completion of Construction	30-Sep-16

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EXHIBIT "3"

Payment Schedule

Area 3 and Area 4 Effluent Filtration Upgrades

All work to be performed and paid according to the percentage completion of the Work. Applications for Payment will be submitted with a detailed account of tasks performed.

TOTAL NOT-TO-EXCEED AMOUNT \$ 228,545.00

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EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

Company: The Weiler Engineering Corporation	
Job Position Title	Total Hourly Rate \$/Hour
Principal in Charge	\$195.00
Expert Witness	\$250.00
Registered Professional Engineer (P.E.)	\$145.00
Environmental Scientist	\$145.00
Registered Structural Professional Engineer (P.E.)	\$145.00
Project Manager	\$145.00
Senior Planner	\$125.00
Registered Engineer Intern (E.I.)	\$115.00
Plans Examiner	\$115.00
Senior Construction Inspector	\$105.00
Senior Engineering Designer	\$100.00
Engineering Designer	\$90.00
Construction Inspector	\$90.00
Engineering Technician	\$80.00
Field Technician	\$80.00
Clerical	\$55.00
Reimbursable Expenses - Cost plus 15%	

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Areas 3 & 4 Filter Upgrades

Description	Principal	Project Manager	Licensed P.E.	Licensed EI	Sr. Engineering Designer	Sr. Engineering Inspector	Cost	
Design, Permitting and Bidding Phase								
Prepare FDEP Forms 1 and 2A	2.00	8.00					\$1,550.00	
Prepare Survey Scope and negotiate contract	1.00			1.00			\$310.00	
Prepare Preliminary Design Report	10.00			40.00			\$6,550.00	
60% Design Filters, Foundations, piping, mechanical	20.00			120.00	160.00		\$33,700.00	
Drainage Calculations and ERP application (Area 3)			24.00		120.00		\$15,480.00	
60% Design Area 3 side access and parking	4.00			60.00			\$7,680.00	
100% Design Filters, Foundations, piping, mechanical	20.00			80.00	80.00		\$21,100.00	
100% Design Area 3 side access and parking	2.00			32.00			\$4,070.00	
Prepare Contract Documents and Technical Specifications	6.00	40.00			40.00		\$10,970.00	
Bidding Assistance, RAI, Qualifications, Responsiveness, ROA	5.00	20.00		20.00			\$6,175.00	
Design, Permitting and Bidding Phase							Subtotal	\$107,585.00
Review of Shop Drawings		24.00		50.00			\$9,230.00	
Construction Inspection (9 months)						540.00	\$56,700.00	
Processing application for Progress Payments		72.00					\$10,440.00	
Construction Progress meetings	54.00	54.00					\$18,360.00	
RAIs, Change Orders, meeting minutes review, etc	10.00	40.00		40.00			\$12,350.00	
Project Close-out (punch list, record dwgs, O&M manuals, etc)	5.00	40.00				8.00	\$7,615.00	
Final Certifications	5.00						\$975.00	
Design, Permitting and Bidding Phase							Subtotal	\$115,670.00
Total Hours	144.00	298.00	24.00	443.00	400.00	548.00		
Rate	\$195.00	\$145.00	\$145.00	\$115.00	\$100.00	\$105.00		
Design Subtotal	\$28,080.00	\$43,210.00	\$3,480.00	\$50,945.00	\$40,000.00	\$57,540.00	\$223,255.00	

Reimbursable Expenses	QTY	Unit Cost				Total
Area 4 WWTP Survey (Record Drawings)	1	\$2,645.00				\$2,645.00
Area 3 WWTP Survey (Record Drawings)	1	\$2,645.00				\$2,645.00
Area 3 Parking Area Survey	1	\$1,380.00				\$1,380.00
Copies	1	\$1,125.00				\$1,125.00
Reimbursable Subtotal						\$5,290.00

Total Cost **\$228,545.00**

EXHIBIT "B"

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

Principal in Charge – The Principal in Charge will be an owner and officer of the Company. This position may include R. Jeffery Weiler, PE, President of The Weiler Engineering Corporation and Edward R. Castle, PE, Vice President of The Weiler Engineering Corporation.

Registered Professional Engineer – Registered Professional Engineer will be a Professional Engineer licensed to provide Engineering Services in the State of Florida.

Project Manager – Project Manager will be a qualified senior staff member with appropriate skills and experience to oversee and manage Weiler Engineering staff. The Project Manager will have primary responsibility of the day to day functions of the project and will perform QA/QC reviews of the work product.

Registered Engineering Intern – Registered Engineering Intern will be a graduate of an accredited Engineering program and will be licensed in the State of Florida as an Engineering Intern.

Engineering Designer – Engineering Designer will be a senior staff member with education and experience sufficient to perform the work. Skills will include drafting in AutoCAD, proficiency in use of computerized word processing programs and spreadsheets, with a thorough understanding of engineering principals.

Senior Engineering Inspector – Senior Engineering Inspector will be a senior staff member with education and experience sufficient to perform the work. Skills will include ability to read and interpret plans and technical specifications, understanding of and experience with industrial and underground construction methods and materials, good organizational and record-keeping skills and a thorough understanding of general engineering principles.

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