Key Largo Wastewater Treatment District
Board of Commissioner's Meeting
Tuesday, May 17, 2022
4:00 PM

AGENDA

Board of Commissioners Meeting
103355 Overseas Highway
Key Largo, FL 33037

Meeting link for computer, tablet or smartphone.
www.gotomeet.me/KLWTDClerkboard-meeting

(Toll Free): 1 877 309 2073
(646) 749-3129

Access Code: 587-583-005

BOARD MEMBERS:

Nicolas Rodriguez	Chairman
Susan Heim	Vice Chairman
Kay Cullen	Secretary-Treasurer
Timothy Maloney	Commissioner
Andrew Tobin	Commissioner

DISTRICT STAFF:

Peter Rosasco	General Manager
Nicholas Mulick	General Counsel
Shannon McCully	Clerk

MISSION STATEMENT:

"The Mission of the Key Largo Wastewater Treatment District is to preserve and protect the delicate ecosystem of the Florida Keys while providing exceptional customer service."

Please mute cell phones.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS

E. PUBLIC COMMENT

F. APPROVAL OF MINUTES OF THE PREVIOUS MEETING
1. Minutes of May 3, 2022 3

G. GENERAL MANAGER
1. SFWMD Meeting Update 15

H. ADMIN AND CUSTOMER SERVICE
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I. IT
1. IT Report – April 2022 18

J. BUDGET AND FINANCE
1. Budget and Finance Report – April 2022 20

K. FIELD
1. Field Report – April 2022 23

L. PLANT/FACILITIES
1. Plant/Facilities Report – April 2022 28

M. CAPITAL PROJECTS
1. Capital Projects – April 2022 31
2. Emergency Vacuum Trailer Cost Increase 40
3. Solar Phases 2 & 3 Request for Additional Compensation 43

N. ENGINEERING

O. LEGAL

P. COMMISSIONER'S ITEMS

Q. ROUNDTABLE

R. ADJOURNMENT

Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 17, 2022

Agenda Item Number: F-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nicholas Mulick

Subject:
Minutes of May 3, 2022

Summary of Discussion:

Staff to present the minutes from the May 3, 2022 board meeting for approval.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$	1. Minutes
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____	N/A	
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 5-12-22
General Manager

Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, May 3, 2022

MINUTES

CALL TO ORDER (A)
Chairman Rodriguez called the meeting to order at 4:00 PM.

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

ROLL CALL (C)
Present were: Chairman Nicolas Rodriguez; Commissioners, Tim Maloney, Susan Heim, Kay Cullen, and Andrew Tobin.

Also present; General Manager Peter Rosasco; General Counsel Nicholas Mulick; District Clerk Shannon McCully; Field Manager, Mike Dempsey; Finance Manager, Connie Fazio; District Engineers, Ed Castle and Steve Suggs; Plant Lead Operator, Jerry Baker; IT Support, Manny Santana

Appeared virtually: Project Administration & HR Coordinator, Laura Weinstock

Guests: Flovac CEO, John Radinoff; Flovac Director of Operations, Michael Pringle.

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)
Approval of Agenda (D-1)

Mr. Rosasco requested the deletion of Item L-1, *Update on Florida Rural Water Convention*
Mr. Rosasco requested the addition of Item G-1, *South Florida Water Management District*
Commissioner Heim requested the addition of Item P-2, *Alternate Fuel Corridor*
Commissioner Heim requested the addition of Item P-3, *CEMEX Project*

Motion: Commissioner Heim made a motion to approve the agenda as amended. Commissioner Maloney seconded the motion. Motion passed without objection.

PUBLIC COMMENT (E)
No speakers.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS (F)
Minutes of April 19, 2022 (F-1)

Motion: Commissioner Cullen made a motion to approve the minutes of the April 19, 2022 meeting. Commissioner Maloney seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)
South Florida Water Management District (G-1) Laydown Attached
Mr. Rosasco informed the Board that he will address the South Florida Water Management District Governing Board at its meeting in Key Largo on May 12, 2022.

ADMIN AND CUSTOMER SERVICE (H)
No Report.

IT (I)
No Report.

BUDGET AND FINANCE (J)
2nd Quarter FY22 Financial Records (J-1)
Ms. Fazio presented the 2nd Quarter FY22 Financial Records.

FIELD (K)
No Report.

PLANT (L)
Deleted.

CAPITAL PROJECTS (M)
Collection Monitoring System Proposal (M-1) Laydowns Attached
Mr. Suggs presented the Collection Monitoring System Proposal.

Motion: **Commissioner Maloney made a motion to approve the Collection System Monitoring project with all additive alternates at a total project cost not to exceed $7,575,677.36 with the proviso that the District IT consultant, Essential Net Systems, will review the construction contract and propose such amendments to the contract as are necessary to clarify that FLOVAC does not claim to have a proprietary interest in the data generated by the collection system monitoring program, is in a form that will be compatible with the District's computer network will be available to KLWTD directly should the contract with FLOVAC be terminated. Commissioner Cullen seconded the motion.**

Vote on Motion:

Commissioner Cullen – Aye
Commissioner Maloney – Aye
Commissioner Heim – Aye
Commissioner Tobin – Aye
Chairman Rodriguez – Aye

ENGINEERING (N)
No Report.

LEGAL REPORT (O)
No Report.

COMMISSIONER ITEMS (P)
Removal of Motion to Extend. (P-1)

Motion: **Commissioner Cullen made a motion to permanently abolish the practice of making Motions to Extend during Board meetings. Commissioner Maloney seconded the motion**.

Vote on Motion:

Commissioner Cullen – Aye
Commissioner Maloney – Aye
Commissioner Heim – Aye
Commissioner Tobin – Aye
Chairman Rodriguez – Aye

Alternate Fuel Corridor (P-2) Laydown Attached
Commissioner Heim informed the Board about the Drive Green Fleet Expo on Thursday, May 26, 2022, and asked if a staff member could attend.

CEMEX Project (P-2)
Commissioner Heim informed the Board about a project at the CEMEX plant property in Tavernier.

ROUNDTABLE DISCUSSION (Q)
No Report.

ADJOURNMENT (R)
The meeting was adjourned at 5:45 pm.

_____ _____
Nicolas Rodriquez, Chairman Shannon McCully, Clerk

Seal_____

Laydown May 3, 2022
Agenda Item G-1

Governing Board Meeting

DATE AND TIME:

Thursday, May 12, 2022 at 9:00 a.m.

LOCATION:

Reefhouse Conference Center
103800 Overseas Highway
Key Largo, FL 33037

CONTACT INFORMATION:

For more information, you may contact Rosie Byrd at rbyrd@sfwmd.gov.

GENERAL SUBJECT MATTER TO BE CONSIDERED:

The Governing Board of the South Florida Water Management District will discuss and consider District business, including regulatory and non-regulatory matters.

The public and stakeholders may comment on the meeting(s) by attending in person or using an online public comment form ahead of the meeting(s). The online public comment form will open at 12:00 PM on May 6,and remain open until 12:00 PM on May 10, to ensure the Board has time to review the written public comments. Note: This location does not have the capacity for virtual public comment.

The Governing Board may take official action at the meeting(s) on any item appearing on the agenda(s) and on any item that is added to the agenda(s) as a result of a change to the agenda(s) approved by the presiding officer of the meeting pursuant to Section 120.525, Florida Statutes.

A copy of the agenda may be obtained by contacting: The agenda(s) will be posted to the District's website www.SFWMD.gov/meetings, seven days prior to the meeting(s). Or, you can email Rosie Byrd at rbyrd@sfwmd.gov.

Laydown May 3, 2022
Agenda Item G-1

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least seven days before the workshop/meeting by contacting: Rosie Byrd, District Clerk, at rbyrd@sfwmd.gov. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

Laydown May 3, 2022
Agenda Item M-1

SECTION 00520
AGREEMENT FORM

PART 1 GENERAL

1.01 THIS AGREEMENT, made this ____ day of _____, _____ _____, by and between 1) Key Largo Wastewater Treatment District, hereinafter called the Owner, and 2) Flovac Americas, doing business as a 3) Corporation, and hereinafter called the Contractor.

1) *Name of Owner*
2) *Name of Contractor*
3) *Corporation, Partnership, Sole Proprietor*

1.02 The Owner and Contractor agree as follows:

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Instructions to Respondents, Contractor's Proposal, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the KLWTD Collection System Monitoring Project

C. Contract Time

The Contractor shall begin work within **30** days after the issuance of a written Notice to Proceed and shall achieve substantial completion of the work within **730** calendar days from the date of the Notice to Proceed. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within **90** calendar days from the actual date of substantial completion. See also Supplementary Condition, Appendix 2 & 3, SC-12.02.C-E.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially

complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $1000 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (¼) of the rate set forth above.

E. Contract Price

Lump Sum Price Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of Seven million five hundred seventy-five thousand six hundred seventy-seven dollars and thirty-six cents ($7,575,677.36). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Proposal, which shall be as fully a part of the Contract as if attached or repeated herein. The Owner may, at its sole discretion, modify the quantities in the Schedule of Values. This Agreement is not a guarantee that the entire scope of work will be authorized. See Article 15 of Appendix 1; Standard General Conditions.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions (Appendices 1, 2, and 3).

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 5%, to be held by Owner as collateral security for the duration of the Work. Retanainage will be released upon Final Acceptance of the Work by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

_____
Name of Firm

_____
By (Signature) (SEAL)

_____
Printed Name and Title

ATTEST:

_____
By (Signature)

_____
Printed Name and Title

OWNER:

_____
Name of Owner

_____
By (Signature) (SEAL)

_____
Printed Name and Title

ATTEST:

_____
By (Signature)

_____
Printed Name and Title

END OF FORM

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

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under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

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Laydown May 3, 2022
Agenda Item P-2

Southeast Florida Clean Cities Coalition

BROWARD COUNTY FLORIDA

DRIVE GREEN
FLEET EXPO 2022

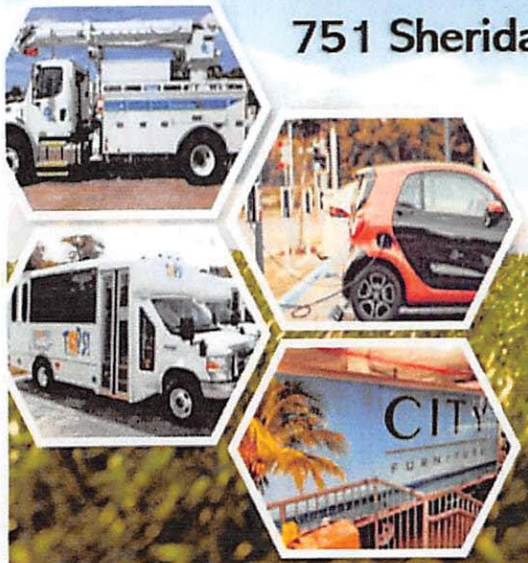
PROPANE • CNG/RNG • EV • BIODIESEL

THURSDAY, MAY 26, 2022

9:00am – 4:00pm

Anne Kolb Nature Center

751 Sheridan Street, Hollywood



For more information, please contact:
Alisha Lopez, Southeast Florida Clean Cities Coordinator
alopez@sfrpc.com • 954-924-3653

Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 17, 2022

Agenda Item Number: G-1

Action Required:
No

Department:
General Manager

Sponsor:
Peter Rosasco

Subject:
SFWMD Meeting Update

Summary of Discussion:
Mr. Rosasco will discuss the SFWMD meeting.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$	
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____	N/A	
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 5-12-22
General Manager

Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 17, 2022

Agenda Item Number: H-1

Action Required:
No

Department:
Customer Service

Sponsor:
Alex Irizarry

Subject:
Customer Service Report - April 2022

Summary of Discussion:
Mr. Irizarry will present the Customer Service monthly report.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$	1. Monthly Report
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____	N/A	
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

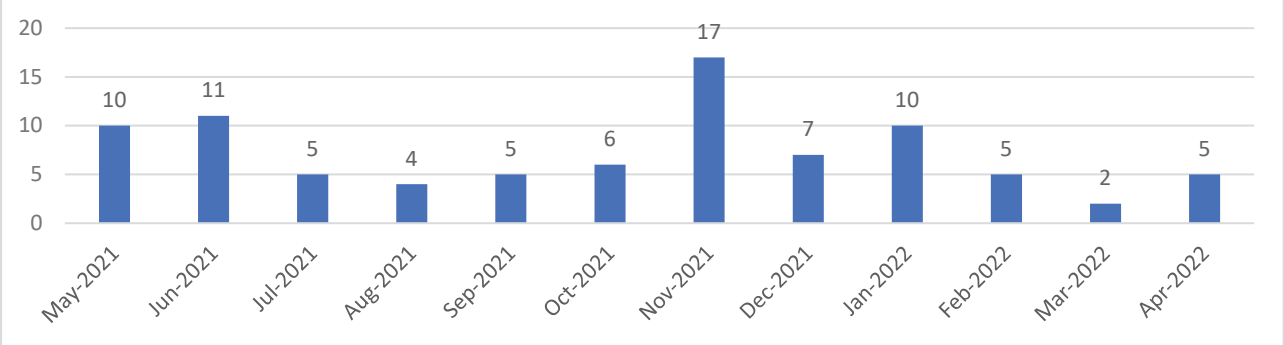
Approved By: _____ **Date:** 5-12-22
General Manager

Key Largo Wastewater Treatment District
Customer Service Report
April 2022

Customer Service Calls

	Total
Demo	2
Field Department	16
Locate	1
MOD Calls	5
Notice Of Availability Documents	11
Tie In Residential	10
Tie in Non Residential	1
Total	46

Number of Wastewater Connections



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 17, 2022

Agenda Item Number: I-1

Action Required:

No

Department:

IT

Sponsor:

David Soper

Subject:

IT Report - April 2022

Summary of Discussion:

Mr. Soper will present the IT monthly report.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$	1. Monthly Report
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____	N/A	
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 5-12-22

General Manager

IT

IT Projects

Project	Cost	Description
Web site review and updates	Pending vendor meeting	Assess current website – Received requests and feedback from staff. Setting up meeting with vendor to discuss changes and pricing.
Budgeted IT equipment	$104,000 one time	Switches, firewall, and access points completed at admin – Vac stations completed – Plant is scheduled for June and server will arrive in July.
SCADA upgrades and redundancy	$30,000 one time	Scada client upgrade complete – Server upgrade signed off and tentative upgrade is October 2022.
Security Upgrades	$2,340 per month	Expanded cloud space for redundant server completed. Cyber training begins at the end of June. Next gen av installed between may and June. Log capture will be implemented in July.
Document management		Renewed with M-Files – Demo Laserfiche software – will be doing a demo of m-files.

Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 17, 2022

Agenda Item Number: J-1

Action Required:

No

Department:

Budget and Finance

Sponsor:

Connie Fazio

Subject:

Budget and Finance - April 2022

Summary of Discussion:

Ms. Fazio will present the Budget and Finance monthly report.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$	1. Monthly Report
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____	N/A	
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 5-12-22

General Manager

April 2022

Budget and Finance Report

Long-Term Debt Summary	
SRF Loan KLNC 46401P	**$10,564,814.48**

	Cash Flow	
	Deposits	Expenditures
Wastewater Billing Deposits Received	$705,173.78	
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	$221,898.57	
Islamorada Revenue	$110,702.55	
Interest Income	$2,791.02	
District Expenditures (checks written)		$510,339.58
Payroll		$139,223.54
Total:	**$1,040,565.92**	**$649,563.12**

FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
May 2020	9,957 (9062 Residential 895 Commercial)	$720,766.30	**May 2021**	10,083 (9,192 Residential 891 Commercial)	$669,632.97
June 2020	9,995 (9,107 Residential 888 Commercial)	$631,872.43	**June 2021**	10,095 (9,199 Residential 896 Commercial)	$677,994.22
July 2020	10,022 (9,126 Residential 896 Commercial)	$499,391.16	**July 2021**	10,104 (9,208 Residential 896 Commercial)	$683,969.81
Aug 2020	10,049 (9,159 Residential 890 Commercial)	$678,451.76	**Aug 2021**	10,102 (9,210 Residential 892 Commercial)	$652,160.32
Sept. 2020	10,053 (9,162 Residential 891 Commercial)	$795,206.70	**Sept. 2021**	10,122 (9,228 Residential 894 Commercial)	$623,301.51
Oct. 2020	10,049 (9,157 Residential 892 Commercial)	$685,710.77	**Oct. 2021**	10,108 (9,216 Residential 892 Commercial)	$685,648.63
Nov. 2020	10,030 (9,144 Residential 886 Commercial)	$609,412.29	**Nov. 2021**	10,127 (9,234 Residential 893 Commercial)	$629,299.45
Dec. 2020	10,071 (9,177 Residential 894 Commercial)	$580,343.86	**Dec. 2021**	10,113 (9,218 Residential 895 Commercial)	$621,823.46
Jan. 2021	10,032 (9,142 Residential 890 Commercial)	$657,931.40	**Jan. 2022**	10,116 (9,216 Residential 900 Commercial)	$650,127.44
Feb. 2021	10,059 (9,168 Residential 891 Commercial)	$639,326.87	**Feb. 2022**	10,126 (9,236 Residential 890 Commercial)	$649,323.02
March 2021	10,084 (9,195 Residential 889 Commercial)	$662,273.21	**March 2022**	FKAA Billing Inv. not rec'd as of 5/4/22 (stats unavailable)	$603,196.84
April 2021	10,125 (9,234 Residential 891 Commercial)	$701,068.32	**April 2022**	FKAA Billing Inv. not rec'd as of 5/4/22 (stats unavailable)	$705,173.78
Total Revenue from May 2020 through Apr 2021		**$7,861,755.07**	**Total Revenue from May 2021 through Apr 2022**		**$7,851,651.45**

Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 17, 2022

Agenda Item Number: K-1

Action Required:

No

Department:

Field

Sponsor:

Mike Dempsey

Subject:

Field - April 2022

Summary of Discussion:

Mr. Dempsey will present the Field monthly report.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$	1. Monthly Report
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____	N/A	
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 5-12-22

General Manager

Wastewater Field Operations

There were a total of 37 service calls for the month of April. Of these, 17 were system generated alarms, mostly by low vacuum detection at a vacuum station. The system generated alarms were addressed quickly by the field staff. The reports below detail the remaining 20 calls.

Date	Address	Incident	Response	KLWTD Issue
4/1/22	33 N Channel Dr	Customer called to report sewer backing up in his shower	System Tech simulated the Pit and found everything working properly. Informed homeowner to call a plumber.	No
4/2/22	23 Bunting Dr	Customer called to report a backup in his house.	System Tech simulated the pit and found the nipple on the sensor tube was broken, replaced the sensor tube, simulated the pit and put it back in service.	Yes
4/2/22	401 Mahogany Dr	Customer called to report a back up in His house.	System Tech simulated the pit and found everything to be working properly and informed the homeowner to call a plumber.	No
4/4/22	164 Ocean Bay Dr	Customer called to report that several units are backing up.	System Tech simulated the pit and found the fernco was bad in the pit, replaced the fernco,simulated the pit and put it back in service.	Yes
4/4/22	6 Norwood Ave	Customer called to report a odor in His kitchen and His sink was making a gargling noise.	System Tech simulated the pit and it was working properly. Tech also did not smell any odor coming from the pit. Informed homeowner to call a plumber.	No

4/5/22	119 1st terr	Customer called to report a possible back up in their shower	System Tech simulated the Pit and found everything to be working properly. Informed the homeowner to call a plumber.	No
4/6/22	94381 O/S Hwy	Customer called to report that raw sewage was flowing out in front of Tiki Watersports Building.	System Tech arrived at the address and found no issues with the K.L.W.T.D. system, but saw that the private system was leaking out on the side of the building. Informed the manager that they would need to call a plumber.	No
4/6/22	800 Oceana Dr	Customer called to report a back up at His house .	System Tech simulated the Pit and found that the valve had come apart in the pit. Replaced the valve, simulated the pit and put it back in service.	Yes
4/11/22	994 Shaw Dr	Customer called and reported that sewage was coming out of the Breather at Her home.	System Tech simulated the Pit and found that the hoses needed to be replaced . Tech replaced the hoses, simulated the pit and put it back in service.	Yes
4/14/22	99696 O/S Hwy	Customer called from Docs Dinner to report a very strong odor inside the buildings	System Tech simulated the pit and it was working properly . Informed the business owner that it was not a KLWTD issue and maybe they have a venting problem within the building and to call a plumber.	No
4/16/22	100 Oleander Circle	Customer called to report a back up in His home.	System Tech simulated the pit and found a small amount of grease in the breather hose . Tech cleaned the hose, installed a new controller, simulated the pit and put it back in service. Advised the homeowner to not pour grease down the drain.	Yes

4/21/22	8 Flamingo Rd	Customer called to report a sewer odor in His house.	System Tech simulated the pit and found everything working properly. Advised the homeowner that he would need to call a plumber.	No
4/21/22	243 Loeb Ave	Customer came to the office to report a back up in His house.	System Tech simulated the pit and it was working properly. Advised the homeowner to call a plumber.	No
4/21/22	36 E 2ND ST	Customer called to report that sewage was leaking out in the street.	System Tech found that the Buffer Tank was overwhelmed and was leaking out on the road. Also found a metal can in the sump causing the back up and the spill. Cleaned up the spill and put the Buffer Tank back in service.	No
4/23/22	81 Tarpon Basin Dr	Customer called to report a back up in His house.	System Tech simulated the pit and found that there was a blockage in the vacuum hose. Tech replaced the hose, simulated the pit and put it back in service.	Yes
4/24/22	720 Gale Pl	Customer called to report a back up in Her house.	System Tech simulated the pit and found the lower sensor tube hose was rotten. Tech replaced the hose, simulated the pit and put it back in service.	Yes
4/27/22	1154 Heron Dr	Customer called to report a back up in His home.	System Tech simulated the pit and found everything working properly . Advised the homeowner that he would need to call a plumber.	No

4/27/22	25 Seagate Blvd	Customer called to report a back up in His home.	System Tech simulated the pit and found a broken nipple on the sensor tube. Tech replaced the sensor tube, simulated the pit and put it back in service.	Yes
4/27/22	147 Jo-Jean Way	Customer called to report a backup in both apartments.	System Tech simulated the pit and found everything was working properly. Advised the homeowner that She would need to call a plumber.	No
4/28/22	181 Dove Lake Dr	Customer called to report a back up in His home.	System Tech simulated the pit and found the fernco was off of the valve. Tech replaced the Fernco, simulated the pit and put it back in service.	Yes

Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 17, 2022

Agenda Item Number: L-1

Action Required:
No

Department:
Plant/Facilites

Sponsor:
Ryan Dempsey

Subject:
Plant/Facilites April 2022 Report

Summary of Discussion:
Mr. Dempsey will present the Plant/Facilites monthly report.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$	1. Monthly Report
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____	N/A	
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 5-12-22
General Manager

Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 2.02 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

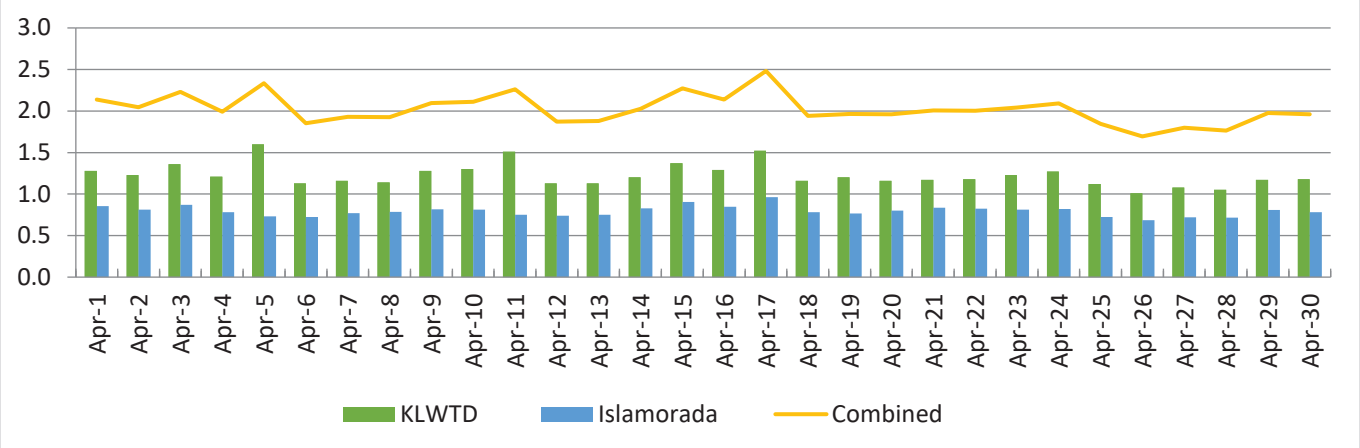
Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

Effluent Quality Report	April 2022 Plant Performance	12 Month Average Plant Performance
CBOD5 (Carbonaceous Biochemical Oxygen Demand)	1	1.42
TSS (Total Suspended Solids)	.5	0.73
TN (Total Nitrogen)	1.91	2.65
TP (Total Phosphorous)	0.69	0.63

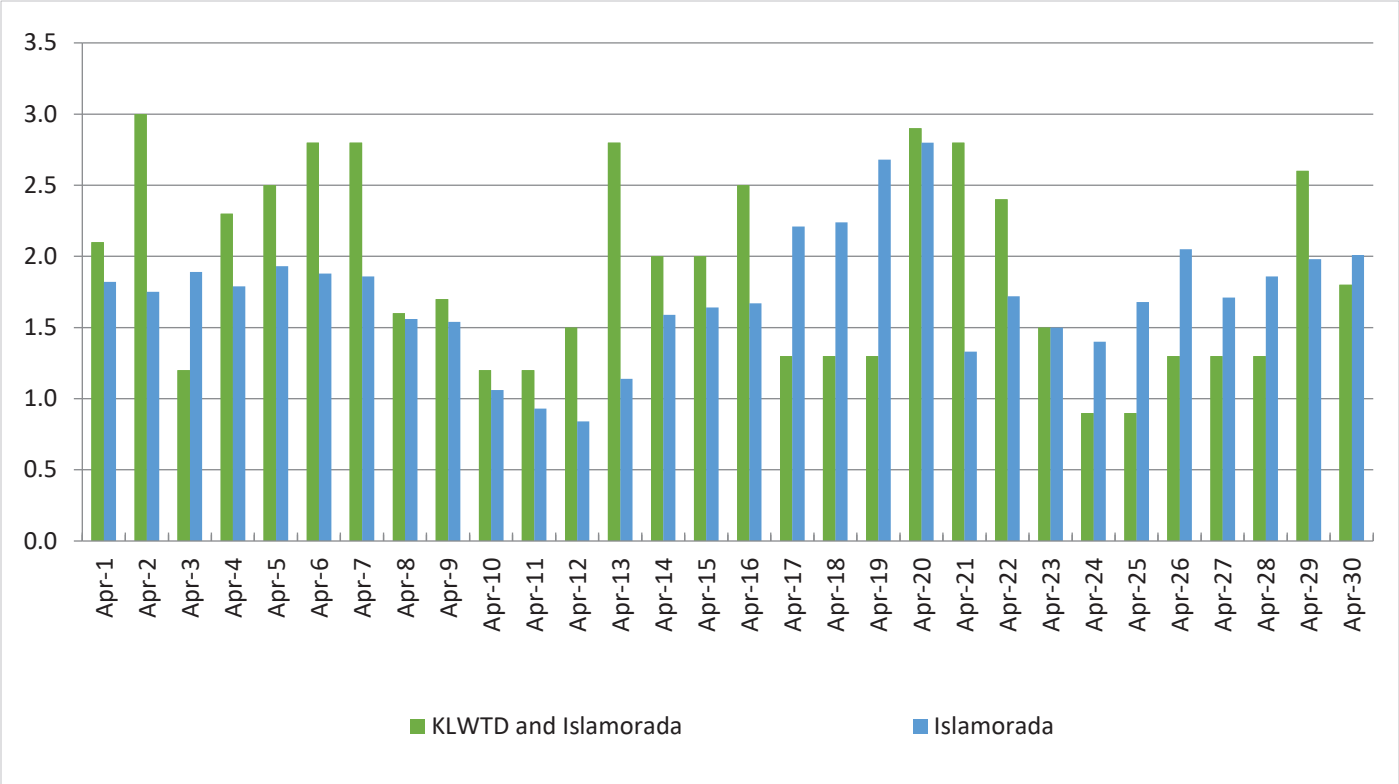
Current Flow (MGD)

The total flow of influent through the wastewater treatment plant each day.



Daily Peak Salinity (PPT)

The daily peak salinity for the current month.



Islamorada

Average Daily Flow: 0.79 million gallons per day
Monthly Peak Salinity: 2.8 PPT
Days over 4.0 PPT Salinity: 0

Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 17, 2022

Agenda Item Number: M-1

Action Required:
No

Department:
Capital Projects

Sponsor:
Ed Castle

Subject:
Capital Projects Report - April 2022

Summary of Discussion:
Mr. Castle will present the Capital Projects monthly report.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 0.00	1. Monthly Report
Administration:	_____	Expense	
Finance:	_____	Funding Source:	
District Counsel:	_____	N/A	
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 5-12-22
General Manager

Key Largo Wastewater Treatment District
Capital Projects Report

Including updates from April 9, 2022, through May 10, 2022

Current Capital Projects

Project	Original Contract Amount	Contract Amount {Including Direct Purchases, change orders and amendments)	Engineering and Other Cost {Anticipated)	Total Project Cost {Anticipated)
Solar Phase 2 & 3	$2,160,135.00	$2,330,331.20	$193,800.00	$2,524,131.20
	Engineering Paid to Date	**Construction Paid to Date**	**Balance to Complete {Anticipated)**	
	$194,428.00	$2,223,455.41	$106,247.79	

In the period from April 9th through May 10th, Burke completed the following work:

- Burke hires a licensed Professional Engineer to analyze the Administration Building roof attachments for windload and uplift. The Engineer has provided his signed and sealed report. It was under review as of May 10th.
- Pending approval of the Engineer's report, Burke will schedule the remaining work for the Administration Building. Burke believes the work will take 3 – 4 days. Burke will provide advanced notice and will schedule the work for a Thursday thru Sunday work schedule to minimize disruptions for staff working in the building.
- The remaining punch list items have not yet been completed yet.

Note: The cost breakdown below is direct costs for construction only, engineering is not included.

WWTP and Vac E Solar	$1,536,447	Includes 356 kW of new solar arrays, with some mounted-on rooftops with the remainder installed with ground-mount support racks. All are above the 100-yr flood elevation and are rated for 180 MPH winds.
Admin Building Solar	$108,107	Includes a 39 KW solar array mounted on the rooftop. The array will be above the 100-yr flood elevation and is rated for 180 MPH winds.
Vac A, D, G, I and J/K Solar	$515,582	Includes rooftop solar arrays at A, D, G I and J/K. The Vac I system included arrays on all three roof-tops and the Vac G system includes a carport-type structure. Total solar output for the vacuum stations will be 212 kW. The array will be above the 100-yr flood elevation and is rated for 180 MPH winds.

Project	Original Contract Amount	Contract Amount {Including Direct Purchases, change orders and amendments	Engineering And Other Cost {Anticipated)	Total Project Cost {Anticipated)
Fire Safety {MJ Wood)	$798,109.00	$806,819.00	$121,500.00	$928,319.00
	Engineering Paid to Date	**Construction Paid to Date**	**Balance to Complete {Anticipated)**	
	$119,007.50	$746,307.57	$63,003.93	

In the period from April 9th through May 10th, MJW worked on the following:

- Five of the clean agent sensor tubing pressures showed minor leaks at the end of the 30-day test period. All gauges were in the green "good" range but had dropped some. A meeting with MJW on site was held on May 10th. Ed Jones of MJW assures the District that they will fix all leaks. They are to submit a written plan for correction.
- The Voice Notification System message for a high-level chlorine leak was tested and accepted after adjustment of the volumes on the outdoor speakers.
- All items on the Final Punch List have been completed.
- WEC has received the Testing and Inspection log and the O&M manual for the fire safety project. Ryan Dempsey reviewed and approved the O&M manuals. WEC marked up the Testing & Inspection report and the Warranty Letter for corrections.

Note: The cost breakdown below is direct costs for construction only, engineering is not included.

WWTP Electrical Panel Clean Agent Fire Suppression	$119,463.00	This component provided clean agent fire suppression for the major electrical panels at the WWTP and included additional fire detection peripherals. These are non-proprietary components and can be purchased off the shelf. The scope of work included integration of the fire alarm detection and suppression system into the existing FACP and SCADA.
Fire Detection& Suppressionat Vacuum Pump Stations	$348,944.00	This component includes provision of a fire alarm control panel and fire detection peripherals at the vacuum stations. Clean agent fire suppression is provided only for the AirVac electrical panel and the Automatic Transfer Switch. The vacuum stations include A, D, E, G, I and J/K.
Fire Detectionand Alarms atthe House & Office at Vac Station I	$38,368.00	This component includes installation of fire detection peripherals for the house and the office at Vacuum Station I, including integration into the main FACP at the Vacuum Station I pump station.

Fire Detectionfor Main Generator at WWTP	$18,010.00	This component included installation of a fire detection system in the generator enclosure for the large generator at the WWTP. Integration of the fire detection equipment into the WWTP FACP and SCADA are included in the scope.
Install Voice Evacuation / Emergency Response Loudspeakers	$83,250.00	This additive alternate item includes installation of a voice evacuation system that will automatically notify personnel orally of an emergency condition, including recommendation for evacuation if needed.
Chlorine Leak Detectors	$30,844.00	This item includes installation of three chlorine gas detectors that will generate an alarm should chlorine be detected. Detection of chlorine will result in notification and activation of the voice evacuation system.
Fire Detection & Suppression at Admin Bldg.	$67,353.00	This item includes installation of fire detection peripherals and a fire alarm control panel at the Administrative Building. It also includes clean agent fire suppression for the server room only.
Water Mist Fire Protection for Main Generatorat WWTP	$69,387.00	This item provides for installation of a fine mist water fire suppression system for the main generator at the WWTP. This very large generator would be expensive to replace if damaged and would likely have a long lead time.
Fire Walls and Barriers at Vacuum Stations A & D	$22,490.00	This item provides for construction of fire doors and walls at Vacuum Stations A and D. These two stations have their generators and fuel tanks indoors. Should a fire occur at the fuel tank or generator, it could spread to the control room and cause severe damage.

Project	Original Contract Amount	Contract Amount {Including Direct Purchases, change orders and amendments	Engineering And Other Cost {Anticipated)	Total Project Cost {Anticipated)
Coating of Concrete Structures at WWTP	$373,430.00	$385,035.00	$46,800.00	$431,835.00
	Engineering Paid to Date	**Construction Paid to Date**	**Balance to Complete {Anticipated)**	
	$36,363.75	$239,595.46	$155,875.79	

The following work was completed or underway in the period from April 9th to May 10th.

- The coating of all major surfaces at the WWTP has been completed. This included: The Operations Building; the Headworks structure; SBRs 1, 2, and 3; the Effluent Equalization tank; the Vacuum Station E control building and the Vacuum Station E vacuum vault building.
- Coating of the above-ground piping continues. The 24" raw influent line that runs from the headworks to the three SBRs has received the prime coat. The final coat to follow. Other piping at the WWTP is being coated as well.
- Coating of walkways is underway. Touch-up is being performed where needed based on testing and inspection of the coatings by WEC.
- The expansion joints at the bottom exterior walls of the SBRs was deteriorated and some spalling of concrete was noted. Precon, the tank manufacturer, recommended a repair procedure. Southland has completed installation of the new expansion material and the repair of the concrete.

Project	Amount	Contract Amount {Including Direct Purchases, change orders and amendments	Engineering And Other Cost {Anticipated)	Total Project Cost {Anticipated)
Upgrade of Sewage Pumps at Vacuum Stations	$772,146.00	$772,146.00	$45,000.00	$817,146.00
	Engineering Paid to Date	**Construction Paid to Date**	**Balance to Complete {Anticipated)**	
	$15,923.75	$77,004.00	$724,218.25	

In the period from April 9th through May 10th, the following was work was completed:

- WEC has provided a design for the concrete pump equipment pads to replace the existing corroded steel equipment pads. The Maintenance Department will pour the concrete pads just prior to installation of the pumps.
- Tom Evans Environmental expects to receive the 20 HP stainless steel wet ends for Vacuum Station E from the manufacturer the week of May 9th. TEE expects to have these pumps assembled and delivered to KLWTD within two weeks after receipt.
- Receipt of the stainless steel wet ends for the larger pumps for vacuum stations A, D and J/K are expected to be received by TEE the week of June 6th with shipment to KLWTD to take place approximately two weeks later.

Project	Amount (Anticipated)	Contract Amount {Including Direct Purchases, change orders and amendments	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Vacuum Trailer for Emergency Use at Vacuum Stations	$787,497.62	$787,497.62	$45,000.00	$832,497.62
	Engineering Paid to Date	**Construction Paid to Date**	**Balance to Complete {Anticipated)**	
	$31,163.75	$77,004.00	$719,129.87	

The following work was completed or underway in the period from April 9th to May 10th.

- The flatbed trailer fabrication by Technology International Inc. is complete and the trailer was delivered to Cramaro Tarpaulins Inc. in Melbourne for installation of the roll-back cover.
- Purchase of the vacuum equipment from Airvac was approved by the Board. The required bonds and insurance were received. The Agrement was executed and the Notice to Proceed was issued in April.
- The purchase and installation of the rollback cover was awarded to Cramaro Tarps in Melbourne, Florida. Ryan went to Melbourne to inspect the trailer prior to work by Cramaro. Ryan verified that the width was 1" narrower than specified and that a stop plate was in the way of mounting the roll-back cover. Cramaro provided an estimate for the needed adjustments. TII has agreed to pay the additional cost for the trailer width and is in discussions now with WEC regarding the cost to remove the stop plate.
- The RFP for the vacuum stations modifications has been published. The RFPs are due by June 8, 2022. A mandatory pre-bid meeting and mandatory site visits were held on May 4, 2022. Two potential bidders attended.

Upcoming Construction Projects

Project	Estimated Total Cost	Status
Vacuum StationsA & D Odor Control and Generator Relocation	$50,000 Budgeted for Vac A Odor Control only. Total estimate is $350,000	WEC requested quotes from 7 surveyors and received two quotes. The surveys have been scheduled for approximately 5 weeks from now. The conceptual layout for Vacuum Station A has been sent to the Archdiocese and a virtual meeting is scheduled for May 12th to discuss the layout and to discuss modification of the easement from the Archdiocese.
Reclaimed Water Fill Station	$106,525	WEC has developed a questionnaire for potential users of the truck fill station. The questionnaires were sent out to local governmental agencies, to construction contractors and landscapers and to any other potential customers. The District had only received 4 responses as of May 10th. The District will wait another two weeks and then tally the results of the questionnaire responses.
Collection System Monitoring	$ 7,575,677.36	The Board approved moving forward with installation of a system to monitor the vacuum, gravity, grinder and force main systems at the May 3rd meeting. Flovac was selected at a sole source vendor. WEC is working with Flovac to prioritize phases of construction. ENS is working on language to add to the Contract Documents to document the District's ownership of cloud data and the manipulation of that data should the O&M Agreement between Flovac and the District be terminated. The language will be incorporated into the purchase and installation Contract Documents rather than in the O&M Agreement.
Vacuum Station I Underground Electricity Service	$21,959.00	Wire Nuts was selected as the lowest cost bidder. The pre-construction meeting was held in March. Shortly after, Wire Nuts began submitting shop drawings for approval. After some corrections, the submittals have been approved. Wire Nuts has ordered the materials and expects delivery by May 18th. Work on the site will begin shortly after.

Manhole and Buffer Tank Rehabilitation Project	$TBD	Mike Dempsey has reported that six of the District's buffer tanks are experiencing concrete deterioration due to hydrogen sulfide corrosion. He has also reported that the 5 manholes at the Harborage are in bad shape and need rehabilitation. WEC has recommended using the Mainstay manhole lining system to rehabilitate the buffer tanks and manholes. Mike Dempsey reviewed and approved the recommended lining system. The Mainstay lining system was used in the City of Key West with good results. We have requested information on recent Florida bids from Mainstay so we can consider piggy-backing on a public bid. Mike Dempsey has scheduled a field visit with the Mainstay representative for April 20th to determine the precises scope of work.

Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 17, 2022

Agenda Item Number: M-2

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Ed Castle

Subject:
Emergency Vacuum Trailer Cost Increase

Summary of Discussion:

Technology International, Inc. (TII) delivered the trailer to Cramaro Tarps for installation of the roll-back cover. Ryan inspected the trailer prior to installation of the cover. It was found that the trailer was 1" narrower than specified, and a stop plate at the head of the deck needs to be removed to install the cover. The estimated cost for this work, to be performed by Cramaro, is $1,670.67. TII has agreed to pay for the cost associated with the trailer width. We are still discussing the cost of removal of the stop plate.Staff recommends that the Board authorize the General Manager to issue a PO to pay Cramaro the additional cost. It is expected that 100% will be reimbursed by TII.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 0.00	1. WEC memo
Administration:	_____	Expense	2. Cramaro estimate
Finance:	_____	Funding Source:	
District Counsel:	_____	Grant(s)	
District Clerk:	_____	Budgeted:	
Engineering:	_____	Partially	

Approved By: _____ **Date:** 5-12-22
General Manager

WEILER ENGINEERING CORPORATION
WEC xcellence in engineering
201 WEST MARION AVENUE - SUITE 1306 | PUNTA GORDA | FL 33950
TEL 941·505·1700 | FAX 941·505·1702 | WWW.WEILERENGINEERING.ORG

6805 OVERSEAS HIGHWAY | MARATHON | FL 33050
TEL (305) 289-4161 | FAX(305) 289-4162

MEMORANDUM

To: KLWTD Board

From: Ed Castle, PE

Date: May 11, 2022

Re: Emergency Vacuum Trailer Cost Increase

The Board authorized approval for purchase of a trailer from Technology International, Inc. (TII) on which a roll-back cover and the vacuum pump equipment needs to be mounted. TII delivered the trailer to Cramaro Tarpaulins in Melbourne. Ryan went to Melbourne to inspect the trailer prior to installation of the roll-back cover.

Ryan and Cramaro found that the trailer is 1" narrower that specified. In order to mount the rub rails associated with the roll-back cover, ½" shims need to be installed on each side of the trailer. Cramaro has provided an estimate for that portion of the work.

Ryan and Cramaro also found that a stop plate at the head of the deck would interfere with installation of the roll-back cover. The stop late needs to be removed. Cramaro also provided an estimate for removal of the stop plate and touch-up painting of the exposed steel.

The estimate provided by Cramaro is attached. The cost of the shims to adjust the width of the trailer is $439.00. The cost for removal of the stop plate is $1,122.37 for a total of $1,561.37. (*Note that the attached estimate includes sales tax, which will be removed prior to payment.)*

WEC has contacted TII to discuss the additional costs. TII has agreed to reimburse the District for the cost of shims to correct the trailer width. We are still in discussions with TII regarding the cost for removal of the stop plate. It is expected that TII will agree to pay that portion as well.

Staff requests that the Board approve the increased cost for the roll-back cover work and authorize the General Manager to execute the change.

CRAMARO® Tarpaulin Systems
The One You Want!

600 North Dr.
Melbourne, FL 32934
PH: (800) 272-6276
FX: (321) 757-7633

Quote

Date	Estimate #
4/29/2022	18722

Sold To	Ship To
CASH-FL	Key Largo Waste Water Treatment District 103355 Overseas Highway, Key Largo, FL 33037

P.O. No.	Ship Via	Terms
		Due Upon Receipt

Item	Description	Ordered	U/M	Rate	Total
FLLABORSHOP	Shop Labor Rate For Fab Install/Repair/Removal of Old Parts ***THIS IS AN ESTIMATED TIME FOR LABOR, TO REMOVE TIRE AND BULKHEAD MAY BE LESS MAY BE MORE IN TIME THIS IS AN EST.	11	hr	100.00	1,100.00T
FLLABORSHOP	Shop Labor Rate For Fab Install/Repair/Removal of Old Parts time to ADD SPACERS ON RUB RAILS TO BRING OUTSIDE OF TRAILER TO 102",	1	hr	100.00	100.00T
MISC SUPPLY	Miscellaneous Supplies Examples of use: Paint, Rags, Cleaning Supplies, Lubricants, Drill Bits, Grinding Discs	1	ea	22.37	22.37T
MISC SUPPLY	1/2 x 2 aluminum flat bar	2	ea	169.50	339.00T

Signature _____

Subtotal	$1,561.37
Sales Tax (7.0%)	$109.30
Total	$1,670.67

Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 17, 2022

Agenda Item Number: M-3

Action Required:
No

Department:
Capital Projects

Sponsor:
Ed Castle

Subject:
Solar Phases 2 & 3 Request for Additional Compensation

Summary of Discussion:

Burke has submitted a request for additional compensation for the cost of fabrication of the stainless steel members for the carport array at the WWTP. Burke has cited increases in the international cost of stainless steel and increases in the international cost of shipping. Burke is requesting a Change Order to increase the contract amount by $173,734.89. WEC is reviewing the request and has asked Burke to provide detailed cost information from pre-bid and at the time of purchase of the stainless steel members. Burke has agreed verbally to provide the information. This will be brought back to the Board once WEC finishes the evaluation.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 0.00	1. Burke document entitled "Price Increases in KLWTD Costs"
Administration:	_____	Expense	
Finance:	_____	Funding Source:	
District Counsel:	_____	Grant(s)	
District Clerk:	_____	Budgeted:	
Engineering:	_____	No	

Approved By: _____ **Date:** 5-12-22
General Manager

BURKE
Energy Solutions

PRICE INCREASES IN KLWTD PROJECT

BURKE ENERGY SOLUTION

10145 NW 19th STREET, DORAL, FL 33172

(305) 468-6604

This document was prepared to show the cost increase of stainless-steel materials and logistics on the KLWTD solar project and explain how and why it happened.
It also supports the price increase resulting from the global economic recovery associated with the global pandemic.
The price in BES bid and contract was presented before the effect of the pandemic were tangible. The increase of cost in the following item is here explained so it can be assessed in a change order for a total of $173,734.89

Increase in the cost of Steel

The price pattern of 316 stainless steel is easily explained by its market index.
The official data by AK steel related to March 2020 and to March 2021is shown below.
According to AK values, 316 stainless steel price explodes in 1 year (which has been approximately the time between the offer date and the steel purchase) from $0.8323/lb to $1.2214/lb, meaning an increment of +47%

AK Steel

Stainless Steel Raw Material Surcharges

For Orders Promised for Shipment

For Shipments Febraury 28, 2021 through April 3, 2021

Grade	Chrome $/lb	Nickel $/lb	Moly $/lb	Ferro Ti $/lb	Ferro Cb $/lb	Mn $/lb	Copper $/lb	Iron $/GT	Natural Gas	CGE	>=.015" or .381mm nom	<.015" or .381mm nom
Current Rate	$ 1.1750	$ 8.2633	$ 11.1360	$ 4.0400	$ 18.6000	$ .6406	$ 3.6745	$ 490	$ 2.7600		Surch	Surch
	Rates per pound below will be added to invoice at time of shipment											
NITRONIC® 19D	$ .1950	$ .1052	$ -	$ -	$ -	$ .0287	$ -	$ .1123	$ -	$ .0067	$ .4479	$ .5151
NITRONIC® 30	$ .1535	$ .1654	$ -	$ .0001	$ -	$ .0487	$ .0162	$ .1112	$ -	$ .0067	$ .5018	$ .5771
18-9LW	$ .1782	$ .6389	$ -	$ -	$ -	$ .0116	$ .0871	$ .1039	$ -	$ .0067	$ 1.0264	$ 1.1804
201 (4.0), 201LN	$ .1584	$ .3006	$ -	$ -	$ -	$ .0373	$ .0075	$ .1113	$ -	$ .0067	$ .6218	$ .7151
201 (5.0)	$ .1584	$ .3758	$ -	$ -	$ -	$ .0361	$ -	$ .1105	$ -	$ .0067	$ .6875	$ .7906
2205	$ .2203	$ .4134	$ .2929	$ -	$ -	$ .0029	$ -	$ .1043	$ -	$ .0067	$ 1.0405	$ 1.1966
301(6.00)	$ .1703	$ .4510	$ -	$ -	$ -	$ .0092	$ -	$ .1144	$ -	$ .0067	$ .7516	$ .8643
301LN (6.00)	$ .1663	$ .4510	$ -	$ -	$ -	$ .0097	$ .0199	$ .1136	$ -	$ .0067	$ .7672	$ .8823
301Cu (6.00)	$ .1737	$ .4660	$ -	$ -	$ -	$ .0100	$ .0373	$ .1109	$ -	$ .0067	$ .8046	$ .9253
301 (6.50)	$ .1643	$ .4885	$ -	$ -	$ -	$ .0100	$ .0100	$ .1137	$ -	$ .0067	$ .7932	$ .9122
301 301Si	$ .1634	$ .4810	$ .0635	$ -	$ -	$ .0057	$ .0025	$ .1146	$ -	$ .0067	$ .8374	$ .9630
301,301L (7.00)	$ .1683	$ .5261	$ -	$ -	$ -	$ .0057	$ .0100	$ .1134	$ -	$ .0067	$ .8302	$ .9547
301 (7.50)	$ .1713	$ .5712	$ -	$ -	$ -	$ .0063	$ .0100	$ .1119	$ -	$ .0067	$ .8774	$ 1.0090
302	$ .1782	$ .6013	$ -	$ -	$ -	$ -	$ -	$ .1125	$ -	$ .0067	$ .8987	$ 1.0335
304, 304L (8.00)	$ .1782	$ .6013	$ -	$ -	$ -	$ -	$ -	$ .1125	$ -	$ .0067	$ .8987	$ 1.0335
304, 304L (8.25)	$ .1782	$ .6389	$ -	$ -	$ -	$ -	$ -	$ .1117	$ -	$ .0067	$ .9355	$ 1.0758
304, 304L (8.50)	$ .1782	$ .6389	$ -	$ -	$ -	$ -	$ -	$ .1117	$ -	$ .0067	$ .9355	$ 1.0758
304, 304L (9.00)	$ .1782	$ .6764	$ -	$ -	$ -	$ -	$ -	$ .1109	$ -	$ .0067	$ .9722	$ 1.1180
304, 304L (9.25)	$ .1807	$ .6952	$ -	$ -	$ -	$ -	$ -	$ .1102	$ -	$ .0067	$ .9928	$ 1.1417
304, 304L (9.50)	$ .1782	$ .7140	$ -	$ -	$ -	$ -	$ -	$ .1102	$ -	$ .0067	$ 1.0091	$ 1.1605
304LN	$ .1782	$ .6389	$ -	$ -	$ -	$ -	$ -	$ .1117	$ -	$ .0067	$ .9355	$ 1.0758
305	$ .1832	$ .8719	$ -	$ -	$ -	$ -	$ -	$ .1061	$ -	$ .0067	$ 1.1679	$ 1.3431
305 (12.0)	$ .1856	$ .9395	$ -	$ .0005	$ -	$ -	$ -	$ .1042	$ -	$ .0067	$ 1.2365	$ 1.4220
309S	$ .2178	$ .9019	$ -	$ -	$ -	$ -	$ -	$ .1000	$ -	$ .0067	$ 1.2264	$ 1.4104
310/310S	$ .2376	$ 1.4280	$ -	$ -	$ -	$ -	$ -	$ .0859	$ -	$ .0067	$ 1.7582	$ 2.0219
316,316L,316LN	$ .1584	$ .7516	$ .1953	$ -	$ -	$ -	$ -	$ .1094	$ -	$ .0067	$ 1.2214	$ 1.4046
316L w/2.75min Mo	$ .1609	$ .7892	$ .2685	$ -	$ -	$ -	$ -	$ .1070	$ -	$ .0067	$ 1.3323	$ 1.5321

AK Steel

Stainless Steel Raw Material Surcharges

For Orders Promised for Shipment

For Shipments March 1, 2020 to March 28, 2020

Grade	Chrome $/lb	Nickel $/lb	Moly $/lb	Ferro Ti $/lb	Ferro Cb $/lb	Mn $/lb	Copper $/lb	Iron $/GT	Natural Gas	CGE	>=.015" or .381mm nom	<.015" or .381mm nom
Current Rate	$ 1.0100	$ 5.8714	$ 10.5075	$ 3.0000	$ 17.7250	$ .4855	$ 2.6144	$ 290	$ 1.8770		Surch	Surch
	Rates per pound below will be added to invoice at time of shipment.											
NITRONIC® 19D	$ .1560	$ .0650	$ -	$ -	$ -	$ .0167	$ -	$ .0481	$ -	$ .0139	$ .2997	$ .3447
NITRONIC® 30	$ .1228	$ .1022	$ -	$ -	$ -	$ .0285	$ .0079	$ .0476	$ -	$ .0139	$ .3229	$ .3713
18-9LW	$ .1426	$ .3949	$ -	$ -	$ -	$ .0068	$ .0426	$ .0445	$ -	$ .0139	$ .6453	$ .7421
201 (4.0), 201LN	$ .1267	$ .1858	$ -	$ -	$ -	$ .0218	$ .0037	$ .0477	$ -	$ .0139	$ .3996	$ .4595
201 (5.0)	$ .1267	$ .2323	$ -	$ -	$ -	$ .0211	$ -	$ .0473	$ -	$ .0139	$ .4413	$ .5075
2205	$ .1762	$ .2555	$ .2703	$ -	$ -	$ .0017	$ -	$ .0447	$ -	$ .0139	$ .7623	$ .8766
301(6.00)	$ .1362	$ .2787	$ -	$ -	$ -	$ .0054	$ -	$ .0490	$ -	$ .0139	$ .4832	$ .5557
301LN (6.00)	$ .1331	$ .2787	$ -	$ -	$ -	$ .0057	$ .0097	$ .0487	$ -	$ .0139	$ .4898	$ .5633
301Cu (6.00)	$ .1390	$ .2880	$ -	$ -	$ -	$ .0059	$ .0183	$ .0475	$ -	$ .0139	$ .5126	$ .5895
301 (6.50)	$ .1315	$ .3020	$ -	$ -	$ -	$ .0059	$ .0049	$ .0487	$ -	$ .0139	$ .5069	$ .5829
301 301Si	$ .1307	$ .2973	$ .0586	$ -	$ -	$ .0033	$ .0012	$ .0491	$ -	$ .0139	$ .5541	$ .6372
301,301L (7.00)	$ .1346	$ .3252	$ -	$ -	$ -	$ .0033	$ .0049	$ .0486	$ -	$ .0139	$ .5305	$ .6101
301 (7.50)	$ .1370	$ .3531	$ -	$ -	$ -	$ .0037	$ .0049	$ .0479	$ -	$ .0139	$ .5605	$ .6446
302	$ .1426	$ .3717	$ -	$ -	$ -	$ -	$ -	$ .0482	$ -	$ .0139	$ .5764	$ .6629
304, 304L (8.00)	$ .1426	$ .3717	$ -	$ -	$ -	$ -	$ -	$ .0482	$ -	$ .0139	$ .5764	$ .6629
304, 304L (8.25)	$ .1426	$ .3949	$ -	$ -	$ -	$ -	$ -	$ .0479	$ -	$ .0139	$ .5993	$ .6892
304, 304L (8.50)	$ .1426	$ .3949	$ -	$ -	$ -	$ -	$ -	$ .0479	$ -	$ .0139	$ .5993	$ .6892
304, 304L (9.00)	$ .1426	$ .4181	$ -	$ -	$ -	$ -	$ -	$ .0475	$ -	$ .0139	$ .6221	$ .7154
304, 304L (9.25)	$ .1445	$ .4297	$ -	$ -	$ -	$ -	$ -	$ .0472	$ -	$ .0139	$ .6353	$ .7306
304, 304L (9.50)	$ .1426	$ .4413	$ -	$ -	$ -	$ -	$ -	$ .0472	$ -	$ .0139	$ .6450	$ .7418
304LN	$ .1426	$ .3949	$ -	$ -	$ -	$ -	$ -	$ .0479	$ -	$ .0139	$ .5993	$ .6892
305	$ .1465	$ .5389	$ -	$ -	$ -	$ -	$ -	$ .0455	$ -	$ .0139	$ .7448	$ .8565
305 (12.0)	$ .1485	$ .5807	$ -	$ -	$ -	$ -	$ -	$ .0447	$ -	$ .0139	$ .7878	$ .9060
309S	$ .1742	$ .5575	$ -	$ -	$ -	$ -	$ -	$ .0429	$ -	$ .0139	[illegible]	$ .9068
310/310S	$ .1901	$ .8827	$ -	$ -	$ -	$ -	$ -	$ .0368	$ -	$ .013[illegible]	$ 1.1235	$ [illegible].920
316,316L,316LN	$ .1267	$ .4646	$ .1802	$ -	$ -	$ -	$ -	$ .0469	$ -	$ .01[illegible]	$ .8323	$ [illegible].971
316L w/2.75mm Mo	$ .1287	$ .4878	$ .2477	$ -	$ -	$ -	$ -	$ .0459	$ -	$ .01[illegible]	$ .9240	$ 1.[illegible]626
316Ti	$ .1315	$ .4994	$ .1802	$ -	$ -	$ -	$ -	$ .0458	$ -	$ .0139	[illegible]	$ 1.0014
317L	$ .1426	$ .6039	$ .2703	$ -	$ -	$ -	$ -	$ .0429	$ -	$ .0139	$ 1.0736	$ 1.2346
321,321LA	$ .1346	$ .4181	$ -	$ -	$ -	$ -	$ -	$ .0480	$ -	$ .0139	$ .6146	$ .7068
15-5 PH®	$ .1129	$ .1868	$ -	$ -	$ .0261	$ .0010	$ .0065	$ .0510	$ -	$ .0139	$ .4272	$ .4913

The figure below is extracted from quote that was received when pricing the project.

The overall cost increase was guaranteed to be 70% of the raw material cost increase.

ALUSISTEMI technical solutions

atlante Mounting systems for photovoltaic panels

Rif. 2019_1948 Rev.04 Burke Energy Solutions

IMPORTANT NOTES:

- This offer must be considered preliminary and not-binding, since it is based on preliminary information and data.
- In particular they remain to be defined:
- the layout of PV plant;
- the confirmation of structure design and all the details by american engineer;
- the effective date of order and the trend of costs for raw materials and shipping;
- changes in the steel structure to speed up the mounting phases;
- information on the foundations and thus the design of the base plates of columns (this offer does not include the foundations and their connections to the steel structures);
- According to the definition of all this information, the design of the structures could be subject to modifications that could cause variations in price.
- The final design of the structures is in charge of the Client and its engineer. Therefore the supply must be intended as a mere supply of the individual components.
- Alusistemi makes its own technician available for technical advice on site during the start of the installation of structures. The consultancy will exclusively concern the structures themselves and not the construction site activities, for which Alusistemi has no specific competence. Travel, food and accommodation costs for the technician will be borne by the customer.
- All the prices in EURO.

IMPORTANT NOTE REGARDING PRICES:

- The price shown in this offer can be increased or decreased according to the price of raw materials. Alusistemi will make reference to the changes in alloy surcharges shown at the following website considering prices for AISI316 for "Lavorati a Freddo":
https://www.cogne.com/en/customer/extra-di-lega/
A percentage change in prices shown at July 2020, will result in a change of total amount equal to the 70% of percentage change

Example (only for explanation purpose - effective prices to be checked):
- Price of raw material at July 2020 (Source COGNE webiste): 2,35 €/kg
- Price of raw material at September 2020 (Source COGNE webiste): 2,20 €/kg
- Percentage change of raw material: - 6,4 %
- Percentage change for supply: - 6,4 % x 70% = - 4,5 %
- Revised total amount of supply: 497.114,63 € x (- 4,5 %) = 474.744,47 €

The total increase was therefore 70% of 47% that is 33%

That percentage on our offer results in a change from $479,116.29 to $622,851.17, for a difference of $143,734.89

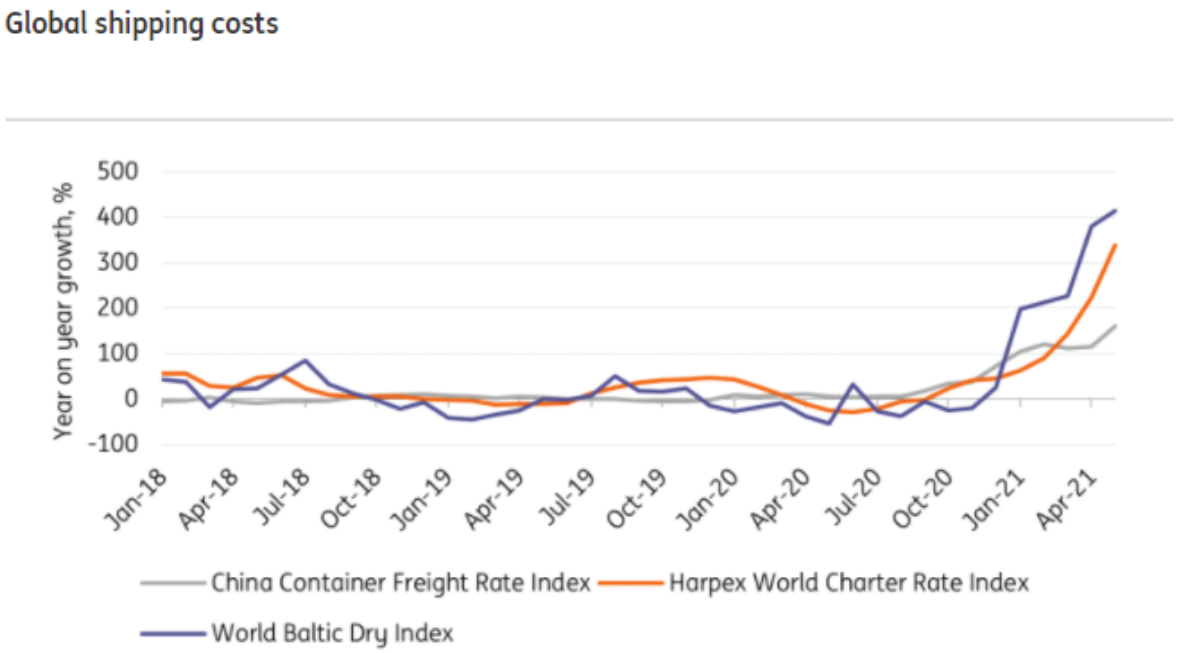
Ocean freight rate increases and delays

The cost of shipping increased to $55,000 from our offer value of $25,000.

Shipping costs have been growing strongly since the autumn of 2020, but the first months of this year have seen a new surge in prices across different freight rates (dry bulk, containers) along major trade routes. Prices for several trade lanes have tripled compared to last year, and charter prices for container vessels have seen similar rises.

While the shipping cost for this project doubled, we managed to stay significantly below the increase of the World Charter Index rate (more than 300%).

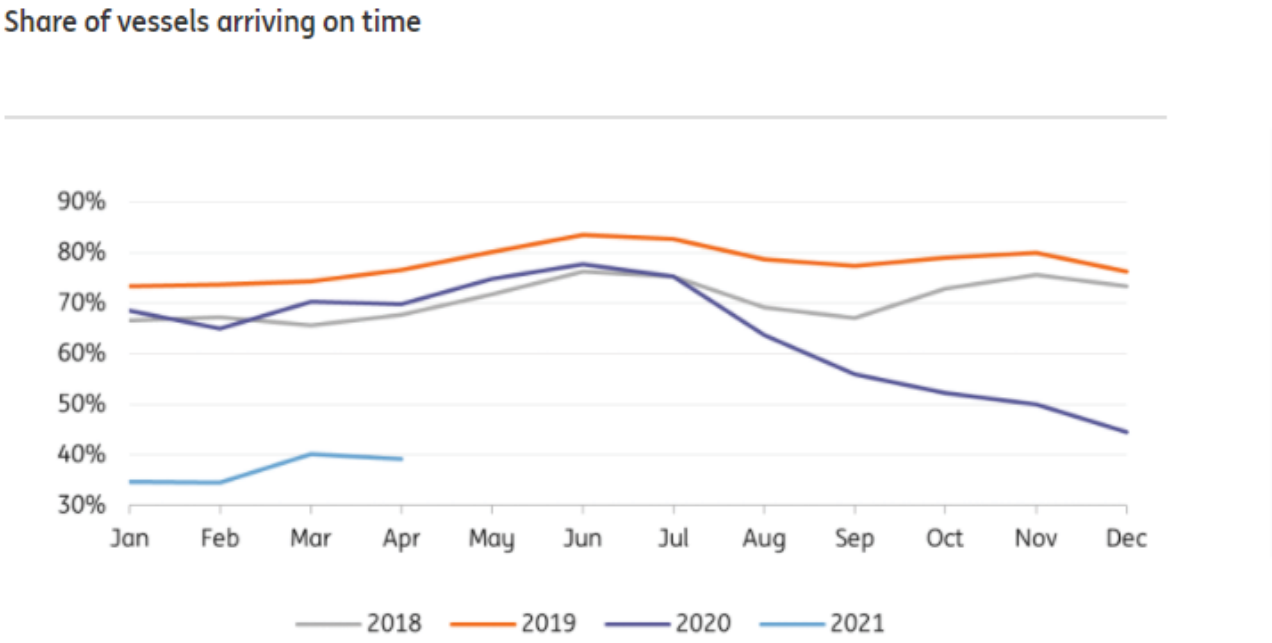
Global shipping costs



Source: China Ministry of Transport, Harper Petersen & Co. and Baltic Exchange via Macrobond, ING
Year on year growth in freight rate indices, 2018 - May 2021

As the link between cancelled sailings and delays suggests, congestion is part of the problem. Shipping performance in 2021 has carried on where 2020 left off, in terms of lower rates of vessels keeping to schedule, and average delays for late vessels rising. Overall performance remains the lowest it has been in ten years of records.

The delay on the structure freight was due to the congestion affecting all USA ports, however it did not impact on the general schedule of the project.



Source: Sea-Intelligence, ING