



Key Largo Wastewater Treatment District
Board of Commissioner's Meeting
Tuesday, February 20, 2024
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
Timothy Maloney	Vice Chairman
Susan Heim	Secretary-Treasurer
Robert Majeska	Commissioner
Philip Schwartz	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 PREVIOUS MEETING	
1. Minutes of February 6, 2024	4
G. GENERAL MANAGER	
H. CUSTOMER SERVICE	
1. Customer Service Report – January 2024	13
I. IT	
1. IT Report – January 2024	15
J. BUDGET AND FINANCE	
1. Budget and Finance Report – January 2024	18
K. FIELD	
1. Field Report – January 2024	21
L. PLANT/FACILITIES	
1. Plant/Facilities Report – January 2024	25
2. Motive Pump Purchase	28
M. CAPITAL PROJECTS	
1. Capital Projects Report – January 2024	31
2. KLWTD VPS Mods CO #3 Piping Owner Direct Purchase (Deductive)	40
3. Publication of ITB for Grinder Pump Lateral Kits Upgrades Project	48

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:
February 20, 2024

Agenda Item Number: F-1

Action Required:
Yes

Department: Legal
Sponsor: Nick Mulick

Subject:
Minutes of February 6, 2024

Summary:
Staff to present the minutes of February 6, 2024 board meeting for approval

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

Approved By: _____
General Manager

Date: 2-15-24



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, February 6, 2024

MINUTES

CALL TO ORDER (A)

Chairman Nicolas Rodriguez called the meeting to order at 4:01 PM.

PLEDGE OF ALLEGIANCE (B)

Mr. Ed Castle led the Pledge of Allegiance.

ROLL CALL (C)

Present were: Chairman Nicolas Rodriguez; Commissioners Sue Heim, Robert Majeska, Tim Maloney, and Philip Schwartz

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

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock; IT Consultant Randy Redmond

Guest: Jason Rodgers-da Cruz, Siegfried Rivera

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (D-1)

Commissioner Majeska requested item O-2 be presented before item F-1.

Commissioner Heim requested the addition of item *P-1 PDF Retention*.

Mr. Rosasco requested the addition of item *N-1 Emergency Contractor Services*.

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 (F)

Minutes of January 23, 2024 (F-1)

Commissioner Heim requested item *H-2* be amended to *H-1*.

Motion: Commissioner Heim made a motion to approve the minutes of January 9, 2024, as amended. Commissioner Schwartz seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)

Florida Keys Day Report (G-1)

Mr. Rosasco reported on Florida Keys Day 2024.

CUSTOMER SERVICE (H)

No report in agenda.

IT (I)

No report in agenda.

BUDGET AND FINANCE (J)

1st Quarter Fiscal Year 2024 Financial Reports (J-1)

Ms. Fazio presented the 1st quarter financial reports for 2024.

FIELD (K)

No report in agenda.

PLANT/FACILITIES (L)

No report in agenda.

CAPITAL PROJECTS (M)

No report in agenda.

ENGINEERING (N)

Emergency Contractor Services (N-1) (Laydown)

Mr. Suggs presented an emergency contractor agreement with Reynolds Construction for emergency services.

Motion: Commissioner Maloney made a motion to approve the agreement.
Commissioner Schwartz seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye
Commissioner Schwartz – Aye
Commissioner Majeska – Aye
Commissioner Heim – Aye
Chairman Rodriguez – Aye

LEGAL REPORT (O)

Reversal of Waiver - AK NO. 9104495 - 684 North Lake Drive (Reso. 02-2024) (O-1)

Mr. Mulick submitted Resolution 02-24 reversing a waiver of wastewater service.

Motion: Commissioner Heim made a motion to adopt Resolution 02-2024.
Commissioner Maloney seconded the motion.

Vote on Motion:

Commissioner Heim – Aye
Commissioner Maloney – Aye
Commissioner Schwartz – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye

MJ Wood Proceedings (O-2)

Mr. Mulick updated the Board on the status of the MJ Wood matter and introduced Co-Counsel Jason Rodgers-da Cruz.

COMMISSIONER ITEMS (P)

PDF Retention (P-1)

Commissioner Heim requested online retention be October 2022 through September 2023. The Board agreed to keep PDF documents on the website for 1 year after being posted.

ROUNDTABLE DISCUSSION (Q)

No report in agenda.

ADJOURNMENT (R)

The meeting was adjourned at 5:58 pm.

Nicolas Rodriquez, Chairman

Shannon McCully, Clerk

Seal _____

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

Meeting Date:
February 6, 2024

Agenda Item Number: N-1

Agenda Item Type:
Bid

Action Required:
Yes

Department:
Engineering

Sponsor:
Steve Suggs

Subject:
Emergency Contractor Services

Summary of Discussion:

The attached Piggyback Agreement is to establish Time and Material rates with Reynolds Construction for emergency events in the collection system or at the wastewater treatment plant. Such services are to be approved by the General Manager prior to work commencement and will typically be done as a not-to-exceed Work Authorization.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 0.00	1. Piggyback Agreement 2. Reynolds Construction RFQ Exhibit
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	District	
District Clerk: _____	Budgeted:	
Engineering: _____	Partially	

Approved By: _____
General Manager

Date: 2-6-24

STANDARD FORM FOR PIGGYBACK CONTRACTS

The Key Largo Wastewater Treatment District ("District") enters into this "Piggyback" Contract with Reynolds Construction of Florida, LLC. ("Contractor"), under the terms and conditions hereinafter provided. The District and the Contractor agree as follows:

1. The Purchasing Policy for the District allows for "piggybacking" contracts. Pursuant to this procedure, the District is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Contractor has entered into a contract with the City of Marathon, said contract being identified as: "Continuing General Contracting Services Agreement," said original contract being referred to as the "original government contract".
2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein. The term City shall be deemed to refer to the Key Largo Wastewater Treatment District. All references to the "Continuing General Contracting Services Agreement" shall be deemed to refer to the KLWTD Emergency Services Contract.
3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Contractor and the District, as follows:
 - a. Time period ("Term") of the Agreement: This continuing contract shall be for a term of three (3) years with one (1) two (2) year renewal at the discretion of the District. Actual completion of projects may extend beyond such term.
 - b. Insurance Requirements: Contractor shall provide a Certificate of Insurance naming the District as an "additional insured".
 - c. Any other provision that will be modified: N/A
 - d. Address change for the District: Notwithstanding the address and contact information for the government entity is set out in Exhibit "A", the Contractor agrees that he/she/it will send notices, invoices and will conduct all business with the District, attention of District Clerk, 103355 Overseas Highway, Key Largo, Florida 33037. The District's designated representative for this contract is Laura Weinstock, Project Administration and HR Coordinator, telephone number (305) 451-4019 and email laura.weinstock@klwtd.com.
 - e. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Monroe County, Florida. Litigation between the parties arising out of this contract must be in Monroe County, Florida in the Court of appropriate

jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

- f. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, litigation in the Court of appropriate jurisdiction in Monroe County, Florida with parties bearing the costs of their own legal fees with respect to any dispute resolution including litigation.
- g. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the District and the Contractor.

Entered into this 6th day of February 2024

Reynolds Construction of Florida, LLC

Kevin Shemwell, Executive Vice President

Key Largo Wastewater Treatment District

Peter Rosasco, General Manager

CONTRACT APPROACH/ EXAMPLE RATES AND AGREEMENT

KLWTD: ON CALL/ EMERGENCY SERVICES CONTRACT STATEMENT OF QUALIFICATIONS

CONTRACT APPROACH/ EXAMPLE RATES AND AGREEMENT



ON CALL SERVICE RATES

A) LABOR

LABOR TYPE	TIME	UNIT	HOURLY RATE	TOTAL
LABORER - UNSKILLED	1.0	HR	\$ 52.34	\$ -
LABORER - SKILLED	1.0	HR	\$ 65.78	\$ -
CARPENTER	1.0	HR	\$ 69.87	\$ -
PIPE LAYER	1.0	HR	\$ 69.87	\$ -
FOREMAN	1.0	HR	\$ 79.50	\$ -
FOREMAN (w. tool truck)	1.0	HR	\$ 89.58	\$ -
FIELD / PROJECT ENGINEER	1.0	HR	\$ 92.75	\$ -
SUPERINTENDENT	1.0	HR	\$ 133.00	\$ -
PROJECT MANAGER	1.0	HR	\$ 133.00	\$ -
SUBTOTAL				\$ -
OVERHEAD, PROFIT & INSURANCE FEE (20%)				\$ -
LABOR TOTAL				\$ -

* All wages include long term residency. If an additional premium is needed, it shall be added with the individual billing

* Craft labor shall be billed in four (4) hour blocks excluding overtime (OT).

* All overtime rates shall be billed at a 1.45% multiplier

* After twelve (12) months, rates shall be evaluated and negotiated due to market variations

B) MATERIALS & SUPPLIES

MATERIAL	QUANTITY	UNIT	UNIT COST	TOTAL (INC. 7% TAX)
				\$ -
* AS NEEDED and AS INCURRED				\$ -
				\$ -
SUBTOTAL				\$ -
OVERHEAD AND PROFIT FEE (20%)				\$ -
MATERIALS & SUPPLIES TOTAL				\$ -

C) EQUIPMENT

EQUIPMENT TYPE	TIME	UNIT	COST	TOTAL
LOADER	0	DY	\$ 680.00	\$ -
LARGE EXCAVATOR	0	DY	\$ 1,965.00	\$ -
MID-SIZE EXCAVATOR	0	DY	\$ 1,635.00	\$ -
SMALL EXCAVATOR	0	DY	\$ 1,125.00	\$ -
SMALL LOADER	0	DY	\$ 575.00	\$ -
WALK BEHIND / PIPE SAW	0	DY	\$ 80.00	\$ -
CREW TRUCK	0	DY	\$ 96.00	\$ -
18' TRAILER	0	DY	\$ 225.00	\$ -
6" HYDRAULIC PUMP	0	DY	\$ 550.00	\$ -
SWEEPER ATTACHMENT	0	DY	\$ 300.00	\$ -
SINGLE AXLE DUMP TRUCK	0	DY	\$ 780.00	\$ -
SMALL GENERATOR	0	DY	\$ 98.00	\$ -
TRENCHBOX	0	DY	\$ 295.00	\$ -
STEEL PLATE	0	DY	\$ 175.00	\$ -
LIGHT TOWER	0	DY	\$ 95.00	\$ -
TAMPER / WALKING COMPACTOR	0	DY	\$ 95.00	\$ -
DUMPSTER	0	LOAD	\$ 850.00	\$ -
MOBILIZATION / DEMOBILIZATION	0	EA	\$ 650.00	\$ -
SUBTOTAL				\$ -
OVERHEAD, PROFIT & INSURANCE FEE (20%)				\$ -
EQUIPMENT TOTAL				\$ -

* The listed rates are for informational purposes and are subject to change. Actual costs will be utilized based on incurred costs

* Mobilization, demobilization and fuel along with shipping and handling will be added and per vendor invoice.

D) SUBCONTRACTOR

SUBCONTRACTOR	TOTAL
* AS NEEDED and AS INCURRED	
SUBTOTAL	\$ -
OVERHEAD, PROFIT & INSURANCE FEE (10%)	\$ -
SUBCONTRACTOR TOTAL	\$ -

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

Meeting Date:
February 20, 2024

Agenda Item Number: H-1

Action Required:
No

Department: Customer Service
Sponsor: Connie Fazio

Subject:
Customer Service Report - January 2024

Summary:
Ms. Fazio will present the Customer Service monthly report.

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

Approved By: _____
General Manager

Date: 2-15-24

Key Largo Wastewater Treatment District Customer Service Report

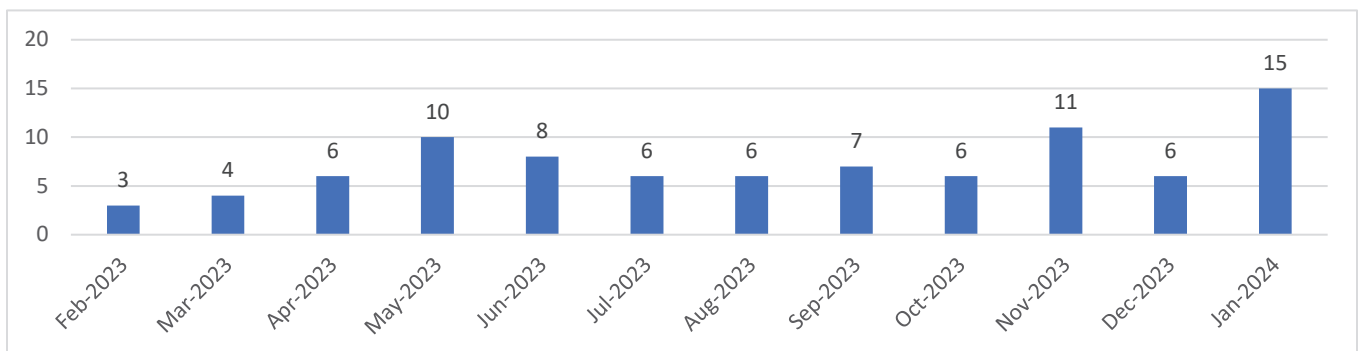
January 2024

The numbers provided are based on customer requests that generated a work order.

Customer Service Requests

	Total
Billing	2
Demo	1
Field Department	16
Locate	1
MOD	9
NOA	6
Tie In Res	11
Total	46

Number of Completed Wastewater Connections



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

Meeting Date:
February 20, 2024

Agenda Item Number: I-1

Action Required:
No

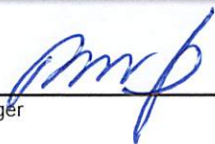
Department: IT Sponsor: ENS

Subject:
IT Report - January 2024

Summary:
ENS will present the IT monthly report.

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

Approved By: _____
General Manager



Date: 2-15-24

IT

The IT Department completed 359 tickets in January.

IT Updates

Project	Cost	Description
Website ADA Compliance	Total annually \$2,190.00	<ul style="list-style-type: none"> Changes reviewed and ready for Link2City. Working to coordinate access to M-files so documents are still searchable once removed from the site. M-files Access for commissioners is ready. Link2City working on Remediating the files approved by the board.
Website Technology Upgrade	\$3,750.00 One time	<p>Vendor Link2city</p> <ul style="list-style-type: none"> Access to commissioners have been completed. Quotes have been received for PDF remediation (Presented at 12/12 Board meeting). Technology upgrade will be completed after PDF remediation.
GIS recommendations and training FY24	\$45,840 one time	<p>Vendor is FTC.</p> <ul style="list-style-type: none"> ESRI access granted and tested for FTC. Working with FTC to rebuild the GIS server.
GIS Emergency applications project	\$18,960.00 One time	<ul style="list-style-type: none"> Monthly meetings on-going Demo pending scheduling.

GIS Server rebuild	\$4,405.00	<ul style="list-style-type: none"> Memory and server Licenses have been installed to rebuild the GIS server
Barracuda to Inky Migration	No Cost to the District	<ul style="list-style-type: none"> Awaiting completion of Google to O365 migration.
Google to O365 Migration	\$3,575.00 (One time fee) \$1,100.00 (Recurring monthly)	<ul style="list-style-type: none"> 1 on 1 training available upon request. User setup and configuration under way. Google backend is currently synchronizing to M365.

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

Meeting Date:
February 20, 2024

Agenda Item Number: J-1

Action Required:
No

Department:
Budget and Finance

Sponsor:
Connie Fazio

Subject:
Budget and Finance Report - January 2024

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

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

Approved By: _____
General Manager



Date: 2-15-24

January 2024

Budget and Finance Report

Long-Term Debt Summary	
SRF Loan KLNC 46401P	\$7,943,781.58

	Cash Flow	
	Deposits	Expenditures
Wastewater Billing Deposits Received	\$534,961.66	
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	\$140,288.54	
Islamorada Revenue	\$103,099.80	
Interest Income	\$122,066.89	
Misc. Revenue (includes Calusa Qrtly Pmt)	\$6,605.38	
District Expenditures (checks written)		\$931,816.99
Payroll		\$155,756.35
Total:	\$907,022.27	\$1,087,573.34

FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
Feb. 2022	10,126 (9,236 Residential 890 Commercial)	\$649,323.02	Feb. 2023	10,123 (9,239 Residential 884 Commercial)	\$600,360.56
March 2022	10,142 (9,271 Residential 871 Commercial)	\$603,196.84	March 2023	10,148 (9,266 Residential 882 Commercial)	\$655,947.71
April 2022	10,178 (9,285 Residential 893 Commercial)	\$705,173.78	April 2023	10,141 (9,255 Residential 886 Commercial)	\$603,364.07
May 2022	10,149 (9,256 Residential 893 Commercial)	\$669,021.50	May 2023	10,168 (9,286 Residential 882 Commercial)	\$641,650.94
June 2022	10,141 (9,258 Residential 895 Commercial)	\$443,338.57	June 2023	10,164 (9,281 Residential 883 Commercial)	\$610,223.04
July 2022	10,131 (9,239 Residential 892 Commercial)	\$870,866.27	July 2023	10,140 (9,260 Residential 880 Commercial)	\$644,707.07
August 2022	10,144 (9,246 Residential 898 Commercial)	\$668,479.05	August 2023	10,167 (9,282 Residential 885 Commercial)	\$599,881.28
Sept. 2022	10,119 (9,229 Residential 890 Commercial)	\$624,324.13	Sept. 2023	10,141 (9,258 Residential 883 Commercial)	\$693,024.47
Oct. 2022	10,120 (9,230 Residential 890 Commercial)	\$590,167.00	October 2023	10,158 (9,275 Residential 883 Commercial)	\$570,143.86
Nov. 2022	10,124 (9,233 Residential 891 Commercial)	\$685,127.26	November 2023	10,152 (9,272 Residential 880 Commercial)	\$567,443.79
Dec. 2022	10,114 (9,224 Residential 890 Commercial)	\$628,476.82	December 2023	10,154 (9,275 Residential 879 Commercial)	\$638,428.80
Jan. 2023	10,129 (9,236 Residential 893 Commercial)	\$604,896.94	January 2024	FKAA Stats not received as of 2/5/24	\$534,961.66
Total Revenue from Feb 2022 through Jan 2023		\$7,742,391.18	Total Revenue from Feb 2023 Through Jan 2024		\$7,360,137.25

November 2023

CC Total Payment to FKAA

\$219,440.38

CC Total x 2.5% Fee total cost to KLWTD

\$5,486.01

December 2023

CC Total Payment to FKAA

\$225,970.48

CC Total x 2.5% Fee total cost to KLWTD

\$5,649.26

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

Meeting Date:
February 20, 2024

Agenda Item Number: K-1

Action Required:
No

Department:
Field Operations

Sponsor:
Mike Dempsey

Subject:
Field Report - January 2024

Summary:
Mr. Dempsey will present the Field monthly report.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$

Funding Source:
N/A

Budgeted:
N/A

1. Monthly Report

Approved By: _____
General Manager

Date: 2-15-24

Wastewater Field Operations

There were a total of 37 service calls for the month of January, of these 15 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 22 calls.

Date	Address	Incident	Response	KLWTD Issue
1/1/24	46 Jean Lafitte Dr	Customer reported a possible backup in Her house.	Tech found that the Pit was working as it should, and advised the homeowner that she would need to call a plumber. (Homeowner issue).	No
1/3/24	98210 o/s Hwy (Marathon Gas station).	Customer reported a possible backup at the gas station.	Tech found that the clean-out was clear and dry. Advised the Manager that they would need to call a plumber. (Private Issue).	No
1/4/24	325 Calusa St lot #521	Customer reported a possible backup in His house.	Tech found that the Surge Suppressor was clogged, Tech cleaned and replaced the Surge, simulated the Pit, and put it back in service.	Yes
1/4/24	96100 o/s Hwy	Customer reported a possible backup in His house.	Tech found that the 30 amp breaker was tripped. Reset the breaker simulated the Grinder Pump and put it back in service. (Homeowner Issue).	No
1/4/24	99000 o/s Hwy (Keys Bite Rest).	Customer reported a possible backup in the Restaurant.	Tech found that everything was working as it should. Advised the homeowner that She would need to call a plumber. (Private Issue).	No
1/6/24	219 Canal St	Customer reported a possible backup in her house	Tech found that the Surge Suppressor was clogged, cleaned the Surge, simulated the Pit, and put it back in service.	Yes
1/10/24	139 Seaside Ave (Snappers Rest).	Customer reported a possible backup in the restaurant.	Tech found that the hose clamps on the Fernco were broken. Tech replaced the clamps, simulated the Buffer Tank, and put it back in service.	Yes

1/11/24	48 Hibiscus Lane.	Customer reported a possible backup in His house	Tech simulated the Pit and found everything to be working as it should. Advised the homeowner that He would need to call a plumber. (Homeowner Issue).	No
1/11/24	128 Mangrove Lane	Customer reported a possible backup in His house.	Tech simulated the Pit and found everything to be working as it should. Advised the homeowner that He would need to call a plumber. (Homeowner Issue).	No
1/11/24	2 Center Lane	Customer reported that when the Pit in front of His house fires it is sucking the water out of His toilets causing an odor.	Tech diagnosed the Pit and found that the house must have a clogged Vent Stack and this is what's causing the odor in the house. Advised the homeowner to call a plumber to check the venting of the plumbing. (Homeowner Issue).	No
1/11/24	93610 o/s Hwy	Customer reported that his house was backing up.	Tech diagnosed the Pit and found everything to be working as it should. Advised the homeowner that He would need to call a plumber. (Homeowner Issue).	No
1/17/24	281 Lower Matacumbe Rd	Customer reported an odor on the inside of His house	Tech simulated the Pit and everything was working as it should, and could not smell any odors. Advised the homeowner that He would need to call a plumber and it is probably a venting issue with His plumbing. (Homeowner Issue).	No
1/19/24	100360 o/s Hwy (Ocean Studies Charter School).	Linda from Nationwide Plumbing called to report that all the toilets were backing up at the school.	Tech simulated the Pit and found everything was working as it should. Advised the Customer that the problem was on the private side and they would need to call a plumber. (Private side).	No
1/21/24	102770 o/s Hwy (Lazy Lobster Rest).	Customer reported a possible backup in the Restaurant.	Tech simulated the Pit and found that everything was working as it should. Advised the Manager that they would need to call a plumber. (Private side).	No
1/22/24	100360 o/s Hwy (Ocean Studies Charter School).	Linda from Nationwide called to report that all the toilets were backed up again in the School.	Tech simulated the Pit and found that the Pit was working as it should. Advised the School again that the problem was on their side and they would need to have a plumber make repairs. (Private side).	No

1/24/24	10575 o/s Hwy	Customer called to report that the alarm was going off on Her Grinder Pump.	Tech simulated the Grinder Pump and found that the pump was not functioning properly and was drawing high amps when pumping. Tech replaced the Pump, simulated, and put it back in service.	Yes
1/24/24	125 Pacific Ave	Customer called to report that sewage was coming up in His shower.	Tech simulated the Pit and found that everything was working as it should, Advised the Homeowner that He would need to call a plumber . (Homeowner Issue).	No
1/24/24	125 Dove Lake Dr	Customer reported a possible back up in His house.	Tech found that everything was working as should. Advised the homeowner that He would need to call a plumber. (Homeowner Issue)	No
1/26/24	21 Mockingbird Lane	Customer reported a possible backup in Her house.	Tech found that the Pit was working as it should. Advised the homeowner that She would need to call a plumber. (Homeowner Issue).	No
1/26/24	43 Waterways Dr	Customer reported that the Candy Cane Vent in front of Her house was making noises.	Tech simulated the Pit and found that the Controller was bad, replaced the Controller,simulated the Pit and put it back in service.	Yes
1/26/24	830 Egret Lane	Customer reported a possible back up in His house.	Tech simulated the Pit and found it unresponsive.He checked the sump and found a small piece of pipe was lodged in the sump causing the problem. Tech removed the Pipe,reassembled the Pit,simulated the Pit again and put it back in service.	Yes
1/30/24	36 East 2nd Street	Customer reported a sewer odor around the Buffer Tank Vent.	Tech simulated the Buffer Tank and everything was working as it should.Tech could not detect any odors at this time. Advised the Homeowner of His findings	No

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

Meeting Date:
February 20, 2024

Agenda Item Number: L-1

Action Required:
No

Department: Plant/Facilities
Sponsor: Ryan Dempsey

Subject:
Plant/Facilities Report - January 2024

Summary:
Mr. Dempsey will present the Plant/Facilities monthly report.

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

Approved By: _____
General Manager

Date: 2-15-24

Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 2.0 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

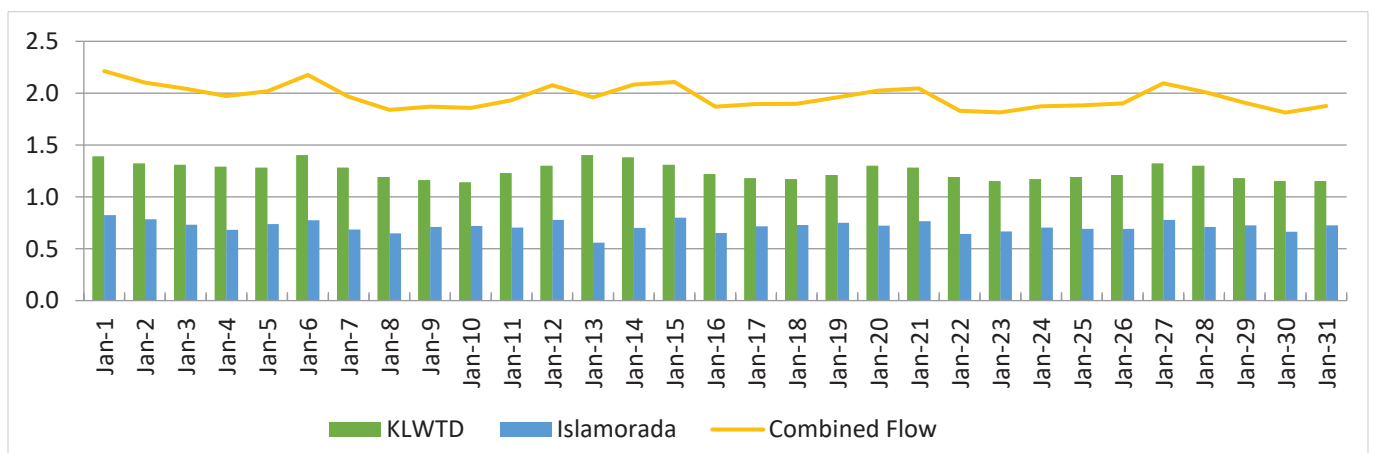
Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

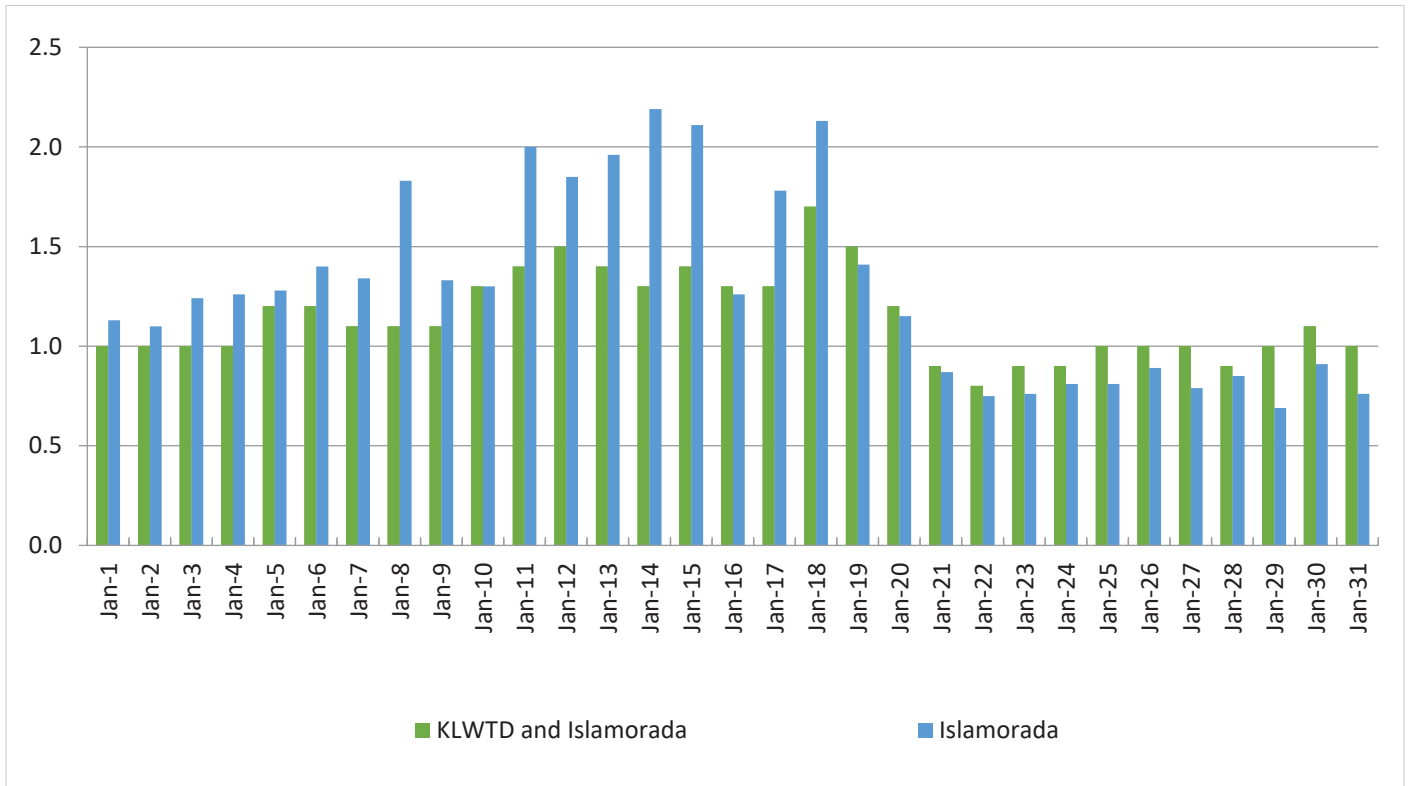
Effluent Quality Report	January 2024 Plant Performance	12 Month Average Plant Performance	Effluent Limits
CBOD5 (Carbonaceous Biochemical Oxygen Demand)	1.2	1.7	5
TSS (Total Suspended Solids)	1.2	1.6	5
TN (Total Nitrogen)	2.8	2.7	Report only
TP (Total Phosphorous)	.7	.7	Report only

Daily 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: .715 MGD

Highest Daily Flow: .823 MGD

Monthly Peak Salinity: 2.19 PPT

Days over 4.0 PPT Salinity: 0

3-month average of flow capacity (1.104 MGD): 67%

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

Meeting Date:
February 20, 2024

Agenda Item Number: L-2

Action Required:
Yes

Department:
Plant/Facilities

Sponsor:
Ryan Dempsey

Subject:
Motive Pump Purchase

Summary:
Mr. Dempsey will present a quote from Hudson Pump & Equipment for approval.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 238,118.00	1. Sole Source Letter from ITT Industries
Administration: _____	Expense	2. Hudson Pump & Equipment Quote
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By: _____
General Manager

Date: 2-15-24

Goulds Pumps



ITT Industries
Engineered for life

KELLY BEAVER

200 Summit Overlook Drive

Dawsonville, GA 30534

Tel (770) 856-9136

E-mail: kelly.beaver@itt.com

Official Notice

Date: April 11, 2023

Subject: ITT Goulds Pumps Municipal Representation
State of Florida

To: Whom it may concern,

This Document serves as official notice that **Hudson Pump & Equipment, a Division of Tencarva Machinery Company** is the exclusive municipal representative for all sales of **ITT Industrial Process** products in the state of Florida. This exclusivity agreement applies to all ITT Industrial Process products as shown below:

- ITT Goulds Pumps sold under the “brand names” of **Goulds Pumps, Allis-Chalmers, Goyne Pump and Morris Pumps. (Please note: Goyne Pump Company was acquired by ITT Goulds Pumps in 1979 and Morris Pumps was acquired by ITT Goulds Pumps in 1981).**
- ITT Goulds Pumps’ repair parts sold under the “brand names” **Goulds Pumps, Allis-Chalmers, Goyne Pump and Morris Pumps.**
- ITT Monitoring & Control (Variable Frequency Drives) sold under the “brand names” of **ProSmart and PumpSmart**
- In addition, Hudson Pump is the “only” Goulds Pumps Authorized Service Center (ASC) within the state of Florida which gives them exclusive “authorized” rights for the repair / rebuild of Goulds Pumps equipment.

If you have any questions regarding this agreement, please don’t hesitate to contact me.

Best regards,



Kelly Beaver
ITT Goulds Pumps
Regional Sales Manager

Sales Quotation

Quotation Number: T61925	Quotation Date: 02/5/2024	Sales Engineer: LARRY STRICKLAND
Revision No: 4	Date Printed: 02/05/2024	Phone: (C) 863 581-4401 (O) 863-665-7867
Customer Number: 106494		LSTRICKLAND@TENCARVA.COM
Customer RFQ	Order Contact: CATHY JACKSON	Branch: FL LAKELAND

Document Address:

KEY LARGO WWT DISTRICT NON-TAX
ATTN ACCOUNTS PAYABLE
103355 OVERSEAS HWY
KEY LARGO FL 33037

Delivery Address:

KEY LARGO WASTEWATER
100301 OVERSEAS HWY
KEY LARGO FL 33037

Payment Terms: Net 30	Customer Contact: BEAU SPONSELLER
Terms of Delivery: FOB SHIPPING POINT PREPAID & ALLOW	Customer Phone: 786-283-1049
Ship Via: BEST WAY FREIGHT ALLOWED	Customer Email: BEAU.SPONSELLER@KLWTD.COM

32 WEEK LEAD TIME

Pos	Part No / Description	QTY	Unit	Sell Price	Ext. Sell Price
1	GOULDS AF PUMP . 18X18-18 MODEL AF PUMP ONLY, CAST IRON CONSTRUCTION, 316SS IMPELLER, CCW ROTATION, MECH SEAL. DUPLCIATE TO S/N N202H111	1	EA	238,118.00	238,118.00

Sub Total: 238,118.00

Gross Total: 238,118.00

LAKELAND ADDRESS:
HUDSON PUMP
3524 CRAFTSMAN BLVD
LAKELAND, FL 33803
PHONE (863)665-7867
FAX (863)666-5649
CREDIT@TENCARVA.COM
WWW.HUDSONPUMP.COM

REMIT TO BY MAIL/ONLINE:
TENCARVA MACHINERY
PO BOX 409897
ATLANTA, GA 30384

WWW.TENCARVA.COM

REMIT BY ACH:
RECEIVING BANK: BANK OF AMERICA, N.A.
ABA/ROUTING #: 053000196
ACCOUNT #: 000021-208-186

EMAIL FOR REMITTANCE: PAYMENTS@TENCARVA.COM

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

Meeting Date:

February 20, 2024

Agenda Item Number: M-1

Action Required:

No

Department:

Capital Projects

Sponsor:

Ed Castle

Subject:

Capital Projects Report - January 2024

Summary of Discussion:

Mr. Castle will present the Capital Projects monthly report.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____

\$

Administration: _____

Finance: _____

Funding Source:

District Counsel: _____

N/A

District Clerk: _____

Budgeted:

Engineering: _____

N/A

1. Monthly Report

Approved By: _____

General Manager

Date: _____

2-15-24

Key Largo Wastewater Treatment District Capital Projects Report

Including updates through January 2024

Current Capital Projects

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Vacuum Stations Modifications	\$ 3,155,800.00	\$3,155,800.00	\$175,000.00	\$3,330,800.00
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	
	\$76,236.25	\$376,824.12	\$2,877,739.63	

- The VPS modifications project was awarded to Reynolds Construction in the amount of \$3,155,800.00. The Agreement and the Notice to Proceed were both executed on May 18, 2023.
- The new odor control valve was successfully installed overnight on January 4th at Vac Station I.
- Reynolds continued preparing the check valve assemblies for the shutdown, and they had a successful installation on January 11th.
- Reynolds successfully replaced two influent valves during the January 16th shutdown and two remaining influent valves during the January 18th shutdown at Vacuum Station A.
- Reynolds and KLWTD shut down Vacuum Station J/K the night of January 24th for the successful replacement of four influent valves and for the installation of a six-inch ball valve on the effluent piping.
- Finally, Reynolds installed two effluent valves, the vacuum pump pipe tree, and exterior odor control lines at Vacuum Station J/K during the January 30th night shutdown.
- In the beginning of February, Reynolds began preparing the valves and piping material for upcoming shutdowns to install the new effluent valves and pipe tree at Vacuum Station D.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Collection System Monitoring	\$7,575,677.00	\$9,581,965.61	\$718,176.00	\$10,300,141.61
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	
	\$497,550.00	\$6,193,306.80	\$3,609,284.81	

- Work was completed in Basins A, B, D, G, and H.
- Current Status:
 - Basin A: **293** installed (Basin complete)
 - Basin B: **383** installed (Basin complete)
 - Basin C: **0** installed (Basin not yet started)
 - Basin D: **240** installed (Basin complete)
 - Basin E: **0** installed (Basin not yet started)
 - Basin F: **258** installed (Basin in progress)
 - Basin G: **231** installed (Basin complete)
 - Basin H: **45** installed (Basin complete)
 - Basin I: **0** installed (Basin not yet started)
 - Basin J/K: **0** installed (Basin not yet started)
 - Total project installed: **1,450** out of **2,984**
 - **Project is 48.59% complete**
- Construction progress meetings were held on January 9th and January 30th, 2024.
- Construction continued in Basin F into January.
- During the progress meeting on January 30th, Flovac confirmed that there are 4 gateways remaining to be raised (at Vac Station D, G, I, and J/K) that are scheduled for the week of February 12th.
- IVC and Flovac are working through the punch lists for Basin A and B to reach final completion. Basin F walkthrough is tentatively scheduled for the week of February 29th.
- Change Orders #3 and #4 were executed on January 23rd. Change Order #3 accounted for the addition of the Stewardship work that was part of the initially composed Contract. Change Order #4 is for the additional work for Flovac to rebuild and install the vacuum pit valves throughout the entire KLWTD collection system.
- Flovac's conduit installation subcontractor is currently working in Basin E with Flovac following behind installing monitoring modules. Pending updated quantities that will be reflected in the next pay application.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Effluent Filtration Upgrades	\$ 3,043,820.00	\$3,043,820.00	\$207,250.00	\$3,251,070.00
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	
	\$230,422.50	\$1,484,198.58	\$1,536,448.92	

- The Effluent Filtration Upgrades project was awarded to Reynolds Construction in the amount of \$3,043,820.00 on May 15, 2023.
- In early January, Reynolds removed the shoring from the filter platform.
- Progress meetings were held on January 11th and January 25th with the next meeting scheduled for February 8th.
- In mid-January, Reynolds Construction continued the finishing work on the filter platform, including grinding the rough spots and filling low spots with grout and parging the surfaces.
- On January 18th, Reynolds poured the concrete for the pump drain slab and removed the forms on January 22nd.
- In late January and into February, Reynolds Construction's electrical subcontractor began excavation for the installation of conduit.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Keys Holdings LLC Pump Station Replacement	\$ 375,555.75	\$375,555.75	\$15,000.00	\$390,555.75
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	
	\$7,107.50	\$50,708.25	\$332,740.00	

- The District piggybacked on a Marathon bid and awarded the Keys Holdings LLC project to Tropical Underground Contracting, LLC in the amount of \$375,555.75.
- Tropical Underground mobilized materials to the site on January 8th.
- A pre-construction meeting was held on Wednesday, January 10th, 2024 with the Contractor, WEC, and KLWTD.
- On January 11th, Tropical Underground commenced their site work. The crew began by potholing to determine underground conditions and identify any existing conditions that are in discrepancy to the as-built conditions.
- Tropical Underground revealed existing conditions that differed from the expected conditions and they proposed change order options to WEC.
- WEC reviewed the confirmed existing conditions and provided Tropical with an updated proposed site layout. WEC is awaiting a response from Tropical.

Upcoming Construction Projects

Project	Estimated Total Cost	Status
Upgrades of Odor Control at All Vacuum Stations and Upgrade of the Generators at Vac A and Vac D.	\$1,200,000 (Anticipated)	Weiler Engineering has been directed to proceed with this project in phases, with Vacuum Stations A and D being the first phase. The design of the odor control upgrades, including structural components and site plans continues. Preliminary plan sets have been created for Vacuum Stations A, D, E, G, I, and J/K. A meeting with the Archdiocese was held on January 16 th and a decision was made to extend the easement at Vacuum Station A.
Power Conditioning, Lightning Protection & Wiring Upgrades at WWTP	\$3,563,376 (Anticipated)	This project will provide protection from transient surges in power that can damage equipment and potentially cause overflows or inadequate treatment at the WWTP. Installation of a lightning protection system at the WWTP to further reduce the potential impacts due to electrical surges will also be included as part of the project scope. Upgrades to the existing power and instrumentation wiring at the WWTP includes the use of non-corrosive materials and moving wiring above-ground to prevent corrosion and failure. Weiler Engineering's Electrical Engineer conducted a site visit on January 18 th and began updating the electrical design and specifications for the project. A preliminary plan set is underway. This project is grant funded.
Direct Potable Reuse Demonstration Project	\$1,504,301.25 (Anticipated)	The District has budgeted funds for a demonstration project to produce potable water from the WWTP's treated effluent. 2021 Florida legislation established Direct Potable Reuse (DPR) as a preferred effluent disposal method and provides for DPR projects to be eligible for grant funding, treating WWTP effluent as an Alternative Water Supply. The District has applied for a planning grant for this project and has requested grant funding to be allocated for the design, permitting, and construction of the DPR demonstration project. Initial estimates indicate that the volume of water produced in the DPR demonstration project would be in the range of 150,000 to 250,000 GPD.

Grinder Pump Lateral Kits Replacement Project	\$590,625.00 (Anticipated)	<p>This project is included in the District's FY24 budget. Previously, both plastic and brass check valves were installed as part of the C-905 and Unique Properties Grinder Pump Projects, as these were the standard valves recommended at the time. Both the existing check valves and plug valves have been experiencing failures. Currently, the check and plug valves are buried at the depth at which the laterals were installed, deeming it necessary to excavate down to the valves for service or replacement. This project includes installing the new 316 stainless steel lateral kits at a shallower depth and in meter boxes, allowing easy access without excavation for service and replacement. This project's design has been completed and is pending approval of funding by the Board.</p>
EQ Tank and Headworks Project	\$4,500,000 (Anticipated)	<p>The EQ Tank and Headworks Project involves the installation of a new headworks as an upgrade to the current headworks at the KLWTD WWTP. This project also involves the installation of an influent EQ tank to regulate flow. This project is currently in the design phase with preliminary site plans and structural drawings for the EQ tank. Shop drawings have been received from Hydrodyne and a center flow screen has been selected for the headworks screening, which will reduce the footprint of the headworks space and has a higher catch rate and efficiency than the existing headworks.</p>
Blower Room Modifications Project	\$250,000 (Anticipated)	<p>The KLWTD staff has requested the addition of an access door behind blower #4 to better service the blower. Currently, the other blowers must be removed in order to access blower #4. These modifications will allow for more efficient service of the blowers. This project is currently in the preliminary design phase.</p>

Select Photos from Current January Projects



Effluent Filtration Upgrades Project: Effluent pump drain slab ready for concrete pour



Effluent Filtration Upgrades Project: Pump slab after removal of forms



Vacuum Stations Modifications: New vacuum pump pipe tree installed at Vac Station J/K

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

Meeting Date:
February 20, 2024

Agenda Item Number: M-2

Action Required:
Yes

Department:
Capital Projects


Sponsor:
Steve Suggs

Subject:
KLWTD VPS Mods CO #3 Piping Owner Direct Purchase (Deductive)

Summary of Discussion:

Attached is the deductive change order for the KLWTD VPS Mods Project. This Change Order allows the piping to be purchased directly by the District to exercise our tax-exempt status. Direct purchase of piping materials was agreed upon during the negotiations of the contract. Purchase of the materials does not impact the overall budget of the project.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 0.00	1. Change Order 3 and Letter of Understanding 2. Corresponding purchase order
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By: 
General Manager

Date: 2-15-24

**SECTION 00950
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Reynolds Construction, LLC	CHANGE ORDER No. 3 PROJECT TITLE: KLWTD Vacuum Station Modifications PROJECT No. 03105.078:183		
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER: Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050		
DATE OF ISSUE: February 20, 2024	EFFECTIVE DATE: <u>February 20, 2024</u> , contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.		
<p>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Deduct the cost, including sales tax, of certain materials from the Contractor's scope of supply. The Contractor shall provide the purchase price, less sales tax, and all necessary backup documentation for the District to prepare a purchase order for the items and materials. That purchase order shall be submitted and paid by the Key Largo Wastewater Treatment District. It is understood all purchased items and materials are solely owned by the District. The Contractor shall be responsible for delivery and acceptance of the materials on behalf of the District and shall retain full responsibility and liability for all aspects of the work as defined in the Contract Documents.</p> <p>Reason for Change: To exercise the District's sales tax exemption in ordering piping materials.</p> <p>Work to be Performed is more specifically described as: See attached details</p> <p>Attachments: Core & Main PO and invoice, Letter of Understanding, updated project Schedule of Values</p> <p style="text-align: center;">Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Increase (decrease) in Contract Price: <div style="text-align: center; font-weight: bold;">\$(44,360.01)</div> </td> <td style="width: 50%; padding: 5px;"> Increase (decrease) in Contract Time (Calendar days): <div style="text-align: center; font-weight: bold;">0 Days</div> </td> </tr> </table>		Increase (decrease) in Contract Price: <div style="text-align: center; font-weight: bold;">\$(44,360.01)</div>	Increase (decrease) in Contract Time (Calendar days): <div style="text-align: center; font-weight: bold;">0 Days</div>
Increase (decrease) in Contract Price: <div style="text-align: center; font-weight: bold;">\$(44,360.01)</div>	Increase (decrease) in Contract Time (Calendar days): <div style="text-align: center; font-weight: bold;">0 Days</div>		
<p>Acknowledgments:</p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>			
Original Contract Price: \$3,155,800.00	Original Contract Time: 365 Days (Calendar days or dates)		

SUMMARY OF PRIOR CHANGE ORDERS			
CO No.	Description of Change	Change in Contract Price	Change in Contract Time
1	Owner Direct Purchase of AIRVAC parts and valve packages from Ferguson and Fluid Control Specialists	\$ (500,192.00)	0 Days
2	Owner Direct Purchase of Piping Materials #1	\$ (84,880.31)	0 Days
3		\$	Days
4		\$	Days
5		\$	Days
6		\$	Days
TOTAL OF ALL PRIOR CHANGES		\$(585,072.31)	0 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$2,570,727.69	365 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$2,526,367.68	365 Days
Original Contract Substantial Completion Date: 05/18/2024		New Contract Substantial Completion Date: 05/18/2024	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: <u>Reynolds Construction LLC</u> By (Signature) _____ <u>Joshua Vondersaar, Operations Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal)		Owner: <u>Key Largo Wastewater Treatment District</u> By (Signature) _____ <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal)	

CONTRACTOR RESPONSIBILITY AND EQUIPMENT PROCUREMENT AFFIDAVIT

This document is an affirmation and agreement made this ____ day of _____, 2024, by and between Reynold's Construction, LLC in its capacity as Construction Manager/Design Builder/General Contractor (hereinafter "CM/DB/GC"), and Key Largo Wastewater Treatment District ("KLWTD"), Owner, a municipal government entity.

WHEREAS, the Owner and CM/DB/GC are parties to a certain construction contract (hereinafter the "Contract"), dated _____, pertaining to the project known as _____;

AND WHEREAS, the CM/DB/GC, under the general conditions of the Contract, is responsible for all aspects of construction, execution, coordination, and completion of the aforementioned project;

AND WHEREAS, the Supplier/Vendors identified on the attached list, as may be updated from time to time, will provide the equipment and materials for the project;

NOW, THEREFORE, the CM/DB/GC hereby affirms and agrees as follows:

1. The CM/DB/GC accepts full and complete responsibility for all aspects of construction, including but not limited to the inspection, handling, storage, protection, and installation of the equipment and materials purchased directly by the Owner, as if they themselves procured said items.
2. The CM/DB/GC acknowledges that the Owner's sole role in the procurement of equipment and materials is to leverage their tax-exempt status and minimize the financial burden of the project.
3. The CM/DB/GC confirms understanding that they will be held responsible for any damages, loss, or misuse of the procured equipment and materials, as outlined in the Contract and its General Conditions.
4. Notwithstanding the foregoing, parties agree that the Supplier/Vendor shall provide directly to the Owner written evidence of all warranties associated with purchased equipment and materials as required and that the CM/DB/GC will coordinate any warranty or manufacturer's issues on behalf of the Owner for the warranty periods set forth in the Contract.
5. This Affidavit is supplementary to, and does not in any way limit or derogate from, the responsibilities, duties, and obligations of the CM/DB/GC under the Contract and its General Conditions.

THIS AFFIDAVIT shall be binding upon the CM/DB/GC, its successors, and assigns.

Owner:

Key Largo Wastewater Treatment District
Peter Rosasco, General Manager

By: _____ Date: _____

CM/DB/GC:

Reynold's Construction, LLC
Joshua Vondersaar, Operations Manager

By: _____ Date: _____



Purchase Requisition

Number: 24-500828

Requested Date: 02/13/2024

Required Date:

Requested By:

Department:

02/29/2024

MIKE DEMPSEY

COLL1

Preferred Vendor:

10586

Core&Main LP

PO Box 28330

Saint Louis, MO 63146

Ship To:

KEY LARGO WASTEWATER

TREATMENT PLANT

100301 OVERSEAS HWY

Key Largo, FL 33037

Req. Description: VPS Modification Project Core & Main Direct Purchase

Quantity	Units	Description	Unit Price	Amount
1		10" DI MJ Tee 401-5900-630.000.00-2018-007 358.26	358.26	358.26
2		10"x6" SCH 80 PVC Reducer-Short Body 401-5900-630.000.00-2018-007 1,229.88	614.94	1,229.88
260		6" SCH 80 PVC Pipe 401-5900-630.000.00-2018-007 4,986.80	19.18	4,986.80
14		6" SCH 80 PVC 90 Elbow 401-5900-630.000.00-2018-007 729.12	52.08	729.12
8		6" SCH 80 PVC 45 Deg 401-5900-630.000.00-2018-007 500.72	62.59	500.72
5		6" SCH 80 PVC 22.5 Deg 401-5900-630.000.00-2018-007 368.10	73.62	368.10
2		6" SCH 80 PVC Tee 401-5900-630.000.00-2018-007 175.16	87.58	175.16
9		6" SCH 80 PVC Spool Piece SlipxMale Thre 401-5900-630.000.00-2018-007 1,471.86	163.54	1,471.86
9		6" Dixon Male Adapter 401-5900-630.000.00-2018-007 2,034.90	226.10	2,034.90
9		6" Male Camlock w/ Female Cap 401-5900-630.000.00-2018-007 2,145.78	238.42	2,145.78
5		6" SCH 80 PVC Couplings 401-5900-630.000.00-2018-007 216.90	43.38	216.90
4		10" SCH 80 PVC Vanstone Flange 401-5900-630.000.00-2018-007 661.40	165.35	661.40
3		6" DI Pipe FLGxPE 4' Long 401-5900-630.000.00-2018-007 1,409.52	469.84	1,409.52
2		6" DI Pipe FLGxFLG 17 5/8" w. 1" tap @ 8 401-5900-630.000.00-2018-007 1,026.42	513.21	1,026.42
1		6" DI Pipe FLGxFLG 8' Long 401-5900-630.000.00-2018-007 792.85	792.85	792.85
1		6" DI Pipe FLGxFLG 4.5" Long 401-5900-630.000.00-2018-007 409.02	409.02	409.02
1		6" DI Pipe FLGxFLG 30 3/4" w. 1" tap 401-5900-630.000.00-2018-007 546.46	546.46	546.46
1		6" DI Pipe FLGxFLG 20 3/4" w. 1" tap 401-5900-630.000.00-2018-007 506.09	506.09	506.09
1		6" DI Pipe FLGxFLG 30 1/8" w. 1" tap 401-5900-630.000.00-2018-007 546.46	546.46	546.46
1		6" DI Pipe FLGxFLG 10" Long 401-5900-630.000.00-2018-007 384.96	384.96	384.96
20		6" SCH 80 PVC Vanstone Flange 401-5900-630.000.00-2018-007 741.60	37.08	741.60
2		10" DI FLGxFLG Pipe 6" Long	726.32	1,452.64

		401-5900-630.000.00-2018-007	1,452.64		
2		6" DI Cross 401-5900-630.000.00-2018-007	812.86	406.43	812.86
8		6" DI 90 Elbow 401-5900-630.000.00-2018-007	1,627.92	203.49	1,627.92
4		8" SCH 80 PVC Tee 401-5900-630.000.00-2018-007	758.32	189.58	758.32
40		8" SCH 80 PVC Pipe 401-5900-630.000.00-2018-007	1,153.20	28.83	1,153.20
6		8" SCH 80 PVC 90 Elbow 401-5900-630.000.00-2018-007	861.30	143.55	861.30
3		8"x6" SCH 80 PVC Reducer Short Body 401-5900-630.000.00-2018-007	794.61	264.87	794.61
21		8" SCH 80 PVC Vanstone Flange 401-5900-630.000.00-2018-007	1,404.27	66.87	1,404.27
2		8" SCH 80 PVC Vanstone Blind Flange 401-5900-630.000.00-2018-007	218.98	109.49	218.98
60		3" SCH 80 PVC Vanstone Flange 401-5900-630.000.00-2018-007	1,118.40	18.64	1,118.40
60		3" SCH 80 PVC Pipe 401-5900-630.000.00-2018-007	446.40	7.44	446.40
3		8"x3" SCH 80 PVC Cross 401-5900-630.000.00-2018-007	2,396.76	798.92	2,396.76
5		8"x3" SCH 80 PVC Tee 401-5900-630.000.00-2018-007	1,106.65	221.33	1,106.65
5		10" EPDM Gasket for MJ 401-5900-630.000.00-2018-007	174.25	34.85	174.25
7		10" EPDM Gasket for MJ DI to PVC 401-5900-630.000.00-2018-007	356.02	50.86	356.02
3		10" DI Mega Flange DI to SDR21 401-5900-630.000.00-2018-007	2,312.07	770.69	2,312.07
1		8" DI Mega Flange DI to SDR21 401-5900-630.000.00-2018-007	428.37	428.37	428.37
3		10" MJ PVC Transition Gasket 401-5900-630.000.00-2018-007	50.46	16.82	50.46
3		8" MJ PVC Transition Gasket 401-5900-630.000.00-2018-007	41.61	13.87	41.61
3		10" DI MJ SDR21 Stargrip 401-5900-630.000.00-2018-007	369.30	123.10	369.30
3		10" MJ Transition Acc 401-5900-630.000.00-2018-007	128.01	42.67	128.01
1		8" DI MJ SDR21 Stargrip 401-5900-630.000.00-2018-007	65.13	65.13	65.13
3		8" MJ Transition Acc 401-5900-630.000.00-2018-007	118.32	39.44	118.32
3		10"x1" Tapping Saddle w. 316 SS 401-5900-630.000.00-2018-007	496.02	165.34	496.02
3		8"x1" Tapping Saddle w. 316 SS 401-5900-630.000.00-2018-007	420.00	140.00	420.00
1		4" DI Spool Piece 9 3/4" w. 1" tap 401-5900-630.000.00-2018-007	500.00	500.00	500.00
1		4" DI Spool Piece 9 1/2" w. 1" tap 401-5900-630.000.00-2018-007	500.00	500.00	500.00
2		4" DI Spool Piece 4.5" Long 401-5900-630.000.00-2018-007	760.04	380.02	760.04
1		4" Filler Flange 1.5" 401-5900-630.000.00-2018-007	313.42	313.42	313.42
2		4x1 Tapping Saddle w. 316 SS 401-5900-630.000.00-2018-007	206.44	103.22	206.44
2		6"x1" Saddle Tap w, 316 SS 401-5900-630.000.00-2018-007	236.38	118.19	236.38
80		5/8" 316 SS All Thread 401-5900-630.000.00-2018-007	537.60	6.72	537.60
80		3/4" 316 SS All Thread 401-5900-630.000.00-2018-007	952.00	11.90	952.00

			Total:	44,360.01
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Approved By

Date

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

Meeting Date:
February 20, 2024

Agenda Item Number: M-3

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Ed Castle

Subject:
Publication of ITB for Grinder Pump Lateral Kits Upgrades Project

Summary of Discussion:

The District has approved a capital project to replace existing plug valves and check valves for the grinder pump systems. The existing check valves are either plastic or brass and have been failing. The check valves and plug valves are also buried deeply in many locations making access for maintenance and repairs difficult. The upgrade includes removal of the existing valves and replacement with a stainless steel combination check/plug valve lateral kit. The kits will be installed at a shallower depth and will be housed in meter boxes to allow for routine access and maintenance without excavation.



Reviewed / Approved

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

Financial Impact

\$ **(590,625.00)**
Expense
Funding Source:
District
Budgeted:
Yes

Attachments

1. Explanatory memo
2. Copy of Invitation to Bid

Approved By: _____ Date: _____
General Manager



MEMORANDUM

To: Peter Rosasco, KLWTD General Manager
From: Ed Castle, PE
Date: February 20, 2024
Re: Grinder Pump Lateral Kits Replacement Project

The District's FY24 budget includes the Grinder Pump Lateral Kits Upgrade Project. Each grinder pump station requires a check valve to prevent sewage from back-feeding from the force mains and a plug valve to allow for isolation of the individual grinder pump laterals from the force main systems.

Two types of check valves were installed as part of the C-905 and Unique Properties grinder pump programs. Some of the installed valves are manufactured in plastic and some brass. These were the standard valves recommended by E-One at that time. The District and other utilities in the Keys have been experiencing failures of these check valves. The plastic check valves have had mechanical failures with the check disks breaking loose and plugging the check valve discharge. The brass check valves have experienced corrosion of the brass bodies, causing leakage of sewage. The existing plug valves are manufactured in brass and are also experiencing corrosion and failures.

In addition to the above problems, the existing check valves and plug valves are buried at the depth at which the laterals were installed. In many cases, the valves are two feet or more below grade. To service or replace the valves, it is necessary to excavate down to the valves and work in the excavation, sometimes requiring dewatering of the hole. This required a backhoe and crew. The Grinder Pump Lateral Kits Upgrade Project includes installing the new 316 stainless steel lateral kits at a shallower depth and in meter boxes, allowing easy access without excavation for service and replacement.



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

INVITATION TO BID NO: 2024-02

KLWTD Grinder Pump Lateral Kit Upgrades Project

BID ADVERTISE DATE: February 22nd, 2024

MANDATORY PRE-BID CONFERENCE: March 7th, 2024 at 10:00 AM

RESPONSES DUE DATE AND TIME: March 28th, 2024 at 2 P.M.

MAIL OR DELIVER RESPONSES TO:

Key Largo Wastewater Treatment District
103355 Overseas Highway
Key Largo, Florida 33037
ATTN: District Clerk

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APPENDICES: FORMS, DOCUMENTS AND CERTIFICATONS

- A. Bid Transmittal Form (To Be on Bidder's Letterhead)**
- B. Required Forms**
- C. Agreement Form**
- D. Section 00700 Standard General Conditions**
- E. Section 00800 KLWTD Supplementary Conditions**
- F. Section 00810 FDEP Supplementary Conditions**
- G. Project Drawings**
- H. Project Technical Specifications**

INTENT AND GENERAL INFORMATION

The Key Largo Wastewater Treatment District (KLWTD), through Invitation to Bid No. 2024-02, is soliciting bids from qualified contractors registered to do business in the State of Florida. The scope of work involves removal of approximately 136 existing lateral kits and replacement with new stainless steel lateral kits. The work will include putting in fittings and piping needed to raise the valve assembly up to about 12" below grade, then install the new stainless steel valve assembly in a meter box as detailed in the project plans and specifications. The KLWTD invites interested contractors to bid on the construction project detailed herein.

It is the intent of this ITB to enter into a Contract with the successful Bidder to begin upon approval of the Board of Commissioners of the KLWTD and the issuance of a Notice to Proceed (NTP), for the Work.

Firms interested in preparing a bid for this ITB must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference (collectively referred to as the "ITB"). Under the bid process of the KLWTD, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting its Bid to the KLWTD in response to this ITB.

If this ITB is amended, the KLWTD will issue an appropriate addendum to the ITB. If an addendum is issued, all terms and conditions of this ITB that are not specifically modified in the addendum shall remain unchanged. An addendum to this ITB will be issued if any of the dates and/or times change.

It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB. ***Copies of the project plans and technical specifications can be obtained through Demandstar at <https://network.demandstar.com>. If you are unable to obtain documents from Demandstar, please contact the District Clerk at Clerk.RFP@KLWTD.com.*** Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. Each Bidder is expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Bidder's risk.

The KLWTD reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The KLWTD also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The KLWTD is not liable for any costs incurred by the Bidder in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Bidder to include in its Bid all pertinent information in accordance with the objectives of the ITB.

Bidder(s) interested in the Work are instructed to submit **one (1) original hard copy and one (1) electronic copy** (CD or USB flash drive) of its **complete** Bid in accordance with this ITB, no later than **March 28th, 2024 at 2:00 PM**, unless otherwise changed through an addendum to this ITB, to the KLWTD Administrative Office at 103355 Overseas Highway, Key Largo, FL 33037. Bids received after this date and time will not be considered and shall be returned unopened.

The ITB and any addenda issued are available on the Demandstar website at <https://network.demandstar.com> or by contacting the District Clerk at Clerk.RFP@KLWTD.com. All questions pertaining to this ITB should be submitted in writing in accordance with the ITB instructions set forth in Section 1.1 of the ITB.

Mandatory Prebid Meeting

ITB 2024-02 KLWTD Grinder Pump Station Lateral Kit Upgrades Project Mandatory Pre-Bid Meeting **March 7th, 2024 at 10:00 a.m.**

KLWTD Grinder Pump Lateral Kit Upgrades Project

Mar 7, 2024, 10:00 - 11:00 AM (America/New_York)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/536128621>

You can also dial in using your phone.

Access Code: 536-128-621

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the Bid.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Bid Advertisement Date	February 22 nd , 2024
Mandatory Pre-Bid Conference	March 7 th , 2024 at 10:00 AM
Technical Questions Due from Prospective Bidder	March 21 st , 2024 at 4:00 PM
Bid Due Date and Time	March 28 th , 2024 at 2:00 PM

1.1 All inquiries and questions concerning this ITB, as well as **requests for copies of the project plans**, must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to:

Technical Questions: Laura Weinstock, Project Administrator
Key Largo Wastewater
Treatment District
Clerk.RFP@KLWTD.com

Questions and responses will be posted on Demandstar as Addenda.

1.2 All **Bids** and all attachments must be bound and delivered **SEALED** to the KLWTD at the address shown below no later than the time and date set for receipt of Bids in Section 1.0, Schedule of Events.

Deliver OR mail the **BID in a sealed** envelope/package to:

Key Largo Wastewater Treatment District
103355 Overseas Highway
Key Largo, Florida 33037
Attn: ITB 2024-02

1.3 The front lower left corner of each **SEALED** envelope/package shall contain the following information for proper identification:

KLWTD GRINDER PUMP STATION LATERAL KIT UPGRADES PROJECT ITB # 2024-02 Attention: District Clerk

- a. Include name and address of Bidder on each sealed envelope/package.
 - b. If Bid is contained in multiple packages, number each sealed package sequentially, i.e., "1 of 3", "2 of 3", "3 of 3".
- 1.4 All Bids received will be recorded and date stamped at the KLWTD office located at 103355 Overseas Highway, Key Largo, Florida. The responsibility for submitting the Bid to the KLWTD no later than the specified time and date is solely that of the Bidder. The KLWTD will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.
 - 1.5 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after **March 28th, 2024 at 2:00 PM.** unless otherwise changed through the issuance of an addendum to this ITB.
 - 1.6 Any bids received after the stated time and date will not be considered. Late bids shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the Bidder's request and expense.
 - 1.7 A Bid may be withdrawn or modified only by written notification from the Bidder prior to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date of February 22nd, **2024.**
- 2.2 The prospective Bidder shall not have any communication with any KLWTD officers, agents, or employees regarding this ITB or project. No interpretation of the meaning of the plans, specifications or ITB shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on Demandstar on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s)

SECTION 3.0 SCOPE OF WORK

- 3.1 This invitation to Bid contemplates the provision of materials and labor to install fittings and piping needed to raise the grinder pump piping up to about 12" below grade, then install the new stainless steel valve assembly in a meter box as detailed in the construction plans and specifications.
- 3.2 The Scope of Work will be discussed during the Pre-Bid Meeting. There will be a site visit conducted after the Pre-Bid Meeting. If additional time on the site is needed, please schedule a follow up visit after the Pre-Bid Meeting with the Operations Manager. The Pre-Bid Meeting will be held at The KLWTD Board Room located at 103355 Overseas Highway, Key Largo, Florida. The meeting may be attended in person or virtually via GoToMeeting. The link for attendance via GoToMeeting will be provided on Demandstar and will be available at <https://meet.goto.com/536128621>
- 3.3 All Work must be completed pursuant to the contract documents as amended by any Change Orders within the specified time frame as noted in the contract documents.

SECTION 4.0 BID RESPONSE REQUIREMENTS

4.1 Overview

- 4.1.1 The KLWTD has established certain mandatory requirements that must be included as part of any Bid. The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.
- 4.1.2 Bids not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the KLWTD. A Bidder whose Bid, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 4.1.3 The KLWTD reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the KLWTD may reject any and all Bids and seek new Bids when it is in the best interest of the KLWTD to do so.
- 4.1.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of

authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form, for a Bid by a/an:

- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
- b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- c. Individual shall show the Bidder's name and business address.
- d. Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.

4.1.5 All names shall be printed in ink below the signatures.

4.1.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form. The Acknowledgement of Conditions form must also be completed verify that the Bidder has accessed, read and understands the requirements of the General Conditions, the KLWTD Supplementary Conditions and the FDEP Supplementary Conditions.

4.1.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

4.1.8 A Bidder seeking to do business with the KLWTD shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://www.sunbiz.org> or <http://www.dos.state.fl.us/doc/index.html>.

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

4.2 Instructions to Bidder

- 4.2.1 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 4.2.2 Bids must be tabbed as follows and must include the information/documents specified in the applicable tab. Bids that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the KLWTD.
- 4.2.3 The KLWTD reserves the right to seek additional/supplemental representation on specific issues as needed.
- 4.2.4 Bids should be typed. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 4.2.5 The signer of the Bid must declare that the Bid in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 4.2.6 The KLWTD shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, each Bidder is encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

4.3 BID CONSTRUCTION

Bidders shall construct its Bid in the following format as outlined and a tab must separate each section as prescribed.

BID TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (APPENDIX A)

All signatures must be by an individual with authority to legally bind the Bidder, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Bid Transmittal Form does not have apparent authority to legally bind the Bidder, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

TAB 1 – QUALIFICATIONS, EXPERIENCE AND ABILITY OF PROFESSIONAL PERSONNEL

The Bidder shall provide a history of the organization, its areas of expertise and show the individual(s) providing these services will fulfill the needs of the KLWTD if awarded a contract pursuant to this ITB. Provide an organizational profile of the firm and five (5) years of experience for the “Work”, and a list of

professional staff, years with the firm and a brief bio that may be assigned to a project and any professional certifications or licenses held.

TAB 2 – EXPERIENCE FOR SIMILAR PROJECTS

Provide a list of each similar project worked on within the last five years, which must include the project description, location, dates, and team members and must include the Qualification to Bid Application and Questionnaire.

TAB 3 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS (APPENDIX B)

The following forms must be fully filled out and signed by a person with authority to bind the Bidder:

- B-1 Bid Form (submitted in Tab 4)
- B-2 Bid Bond Form
- B-3 Trench Safety Form
- B-4 Insurance Certification Form
- B-5 Subcontractor Form*
- B-6 E-Verify System Participation Acknowledgement Form

****The Bidder Shall Not Award Work to Subcontractor(s) more than 50% of the Base Contract***

TAB 4 - PROPOSED PRICING (ref: Appendix B-1)

Each Bidder shall use the Bid Form as provided as part of this ITB. All bid prices must be based on the approved activities as determined via the ITB documents. Pricing information must be submitted on the designated forms and signed by the appropriate parties. All addenda must also be acknowledged by the bidder.

SECTION 5.0 BID OPENING

- 5.1 All Bids will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Bids are due) or as modified by addendum.

SECTION 6.0 EVALUATION OF BIDS AND SELECTION PROCESS

- 6.1 Bidder(s) who satisfy the required qualifications and are deemed responsible Bidder(s) and who timely submit a responsive Bid will be considered by the KLWTD.
- 6.2 The KLWTD may consider the following factors in addition to price when

determining whether a Bidder is responsive and responsible:

- a. Ability, capacity and skill of the Bidder to perform the contract.
- b. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.
- c. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. Quality of performance of previous contracts.
- e. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
- f. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
- g. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.
- i. Number and scope of conditions attached to the bid or quote.
- j. Qualifications of personnel, licensing and corporate qualifications.
- k. Evidence of improper litigation.
- l. Use of one or more subcontractors with a record of poor performance.

6.2.1 For the purposes of this section, the KLWTD may consider evidence from the five-year period preceding the subject bid.

6.2.2 In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the KLWTD administrator or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds. After award of this Bid the KLWTD reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At Contract renewal time(s) or in the event of significant industry wide market changes, the KLWTD may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the KLWTD considers such adjustments to be in its best interest.

6.3 The KLWTD reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The KLWTD further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The KLWTD also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

6.3.1 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for

believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 6.3.2 In evaluating Bids, the KLWTD will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 6.3.3 In evaluating Bid, the KLWTD will consider the qualifications of Bidder and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 6.3.4 The KLWTD may conduct such investigations as the KLWTD deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents. Any Bidder or sub-contractor that will have access to KLWTD facilities or property may be required to be screened to a level that may include, but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
- 6.3.5 If the Contract is to be awarded, the KLWTD will award the Contract to the responsible Bidder who's Bid, conforming with all the material terms and conditions of the Instructions to Bidder, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which Bidder, if any, is to offer the award.
- 6.4 Responses to this ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. The KLWTD reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Bidders are cautioned to make no assumptions unless their response has been deemed responsive.
- 6.5 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible Bidders the following steps will be taken to establish the award to the lowest Bidder. This method shall be used for all ties.

Step 1 - Local Business:

Between a Local Business and a Non-Local Business, a Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Local Business.

Step 2 Drug Free Workplace:

At the conclusion of step 1 if all is equal, the Bidder with a Drug Free Workplace program shall be given preference, over a Bidder with no Drug Free Workplace program. The Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of § 287.087, F.S.

Step 3 Coin Flip:

At the conclusion of Step 1, and Step 2 if all is equal, the Contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

- 6.5.1 When the tie has been broken pursuant to the above procedures, the Contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 6.5.2 If an award or negotiation is unsuccessful with the initial Bidder, award or negotiations may commence with the next lowest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder if necessary.
- 6.6 When the KLWTD gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within two (2) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to the KLWTD. The KLWTD shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 7.1 The KLWTD reserves the right to incorporate the successful Bid into the Contract. Failure of a Bidder to accept this obligation may result in the cancellation of the award. The Draft Agreement and its exhibits are included as Appendix D, which is attached hereto and incorporated herein by reference.
- 7.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and

the KLWTD. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the KLWTD's contract issued as a result of this ITB.

- 7.3 The KLWTD reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The KLWTD reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for basis of award. The KLWTD reserves the right to award to one or multiple Bidder(s) at its discretion.
- 7.4 The Successful Bidder will be required to assume responsibility for all services offered in the Bid. The KLWTD will consider the Successful Bidder to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, the Successful Bidder will be required to enter into the Contract with the KLWTD.

SECTION 8.0 STANDARD TERMS AND CONDITIONS

- 8.1 Definitions
- 8.2 Florida Public Records Law and Confidentiality
- 8.3 Procurement Challenges
- 8.4 Construction and Venue
- 8.5 Contract
- 8.6 Insurance Requirements and Bond Requirements

8.1 Definitions

General terms used throughout this ITB are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and their bid.

KLWTD means the KLWTD Commissioners and its employees.

Contract means the legally enforceable document agreed to and signed by the KLWTD and successful Bidder(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix D and incorporated herein.

ITB means this document, its attachments and any document hereinafter incorporated by reference.

Bidder means any firm, individual or organization submitting a Bid in response to this ITB.

Successful Bidder means a Bidder who is Awarded a Contract as result of the Bid submitted in response to this ITB.

Bid Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as bid. If required, a bid bond/deposit shall be for 5% of the amount of the bid.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or **SOW** means the scope of work and/or services.

Engineer means the engineer/engineering firm responsible for preparing the Construction Drawings and Specifications.

Local Business means a business that has a current business tax receipt issued by Monroe County, Florida, if required, and has its principal office located within the State of Florida currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

8.2 Florida Public Records Law and Confidentiality

- 8.2.1. By submitting a Bid in response to this ITB, a Bidder acknowledges that the KLWTD is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the KLWTD may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Bidder provide the KLWTD with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Bidder shall submit to the KLWTD both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Bidder has otherwise fully complied with this provision, the KLWTD, in reliance on the representations of the Bidder, will produce for

that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the KLWTD shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the KLWTD no later than 4:00 p.m., EST, of the KLWTD business day following Bidder's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the KLWTD for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the KLWTD, or assessed or awarded against the KLWTD, in regard to the KLWTD's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the KLWTD's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the KLWTD.

8.3 Procurement Challenges

Any Bidder who desires to formally protest shall follow the procedures outlined in Appendix D and Appendix E.

8.4 Construction and Venue

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the ITB, Successful Bidder's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. ITB and all of its addendums and attachments
- c. Successful firm's Bid

Venue for all actions arising under the ITB and subsequent Contract shall lie in Monroe County, Florida, United States.

8.5 Contract

- 8.5.1 The Successful Bidder will be required to enter into the Contract with the KLWTD and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Agreement is attached hereto as Appendix C and

incorporated herein by reference.

- 8.5.2 Any exceptions to the Draft Agreement must be noted on the Bid Form (Appendix B-1). The KLWTD is under no obligation to modify the Draft Agreement to conform to the Successful Bidder's exceptions. Contingent Bids will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Bidder must provide this information to the KLWTD at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the KLWTD regarding the proposed exception. If a Bidder's exception and modification are rejected by the KLWTD during the technical question portion of the Bid process and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Agreement provision.

8.6 Insurance Requirements

- 8.6.1 Insurance Requirements – See Appendix D and E.

APPENDIX A-1
BID TRANSMITTAL FORM

The KLWTD reserves the right to accept or reject any and/or all bids in the best interest of the KLWTD.

This Bid in response to ITB 2024-02 is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

E-MAIL _____

FEID # _____

LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:

NAME: _____ NUMBER: _____

NAME: _____ NUMBER: _____

To: Key Largo Wastewater Treatment District (hereinafter called the "KLWTD")

The undersigned, as Bidder declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed

work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____

Initials _____

Addendum #2 dated _____

Initials _____

Bidder proposes, and agrees if this Bid is accepted, Bidder will contract with the KLWTD in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the KLWTD as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions and Supplementary Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents.

APPENDIX A-2
CHECKLIST OF REQUIRED DOCUMENTS

Please submit the items on the following list and any other items required by any section of this ITB. The checklist is provided as a courtesy and may not be inclusive of all items required within this ITB:

_____A. Completed Bid Response Cover Sheet and Addenda(s) Acknowledgment (Appendix A)

_____B. Required Forms, Documents, Certifications (Appendix B)

- 1) Bid Form
- 2) Bid Bond Form
- 3) Trench Safety Form
- 4) Insurance Certification Form
- 5) Subcontractor Form
- 6) E-Verify System Participation Acknowledgement Form

Appendix B-1

BID FORM

PART 1 GENERAL

1.01 Description

The following Bid, for the (1) **KLWTD Grinder Pump Lateral Kit Upgrades Project** is hereby made to Key Largo Wastewater Treatment District (KLWTD), hereafter called the Owner. This Bid is submitted by (2) _____

(1) Name of Project as shown in the Invitation to Bid
 (2) Name, address, and telephone number of Bidder

1.02 The Undersigned:

A. Acknowledges receipt of:

1. Project Manual and Drawings identified within the Project Manual.
2. Addenda:

Number	_____	Dated	_____
Number	_____	Dated	_____
Number	_____	Dated	_____
Number	_____	Dated	_____

B. Has examined the site and all ITB documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the Bid opening date.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bond Security.
3. To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.
4. To accomplish the work in accordance with the Contract Documents.
5. To begin work not later than **7** days after the issuance of a Notice to Proceed; to achieve substantial completion of the work within 180 calendar

days of the date of the Notice to Proceed; and to achieve final completion within **30** calendar days from substantial completion. See also Supplementary Condition, Appendix 2 & 3, SC-12.02.C-E.

6. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

1.03 Bid Schedule

The Bidder hereby agrees to perform all work as required by the Contract Documents for the following Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.

1.04 List of Subcontractors

List the subcontractors, if any, that the Bidder proposes to use to perform a portion of the work with a value of more than one half of one percent of the total Bid. Prior to award, the Bidder must provide evidence of each subcontractor's valid business license, and evidence of each subcontractor's valid certificate of competency or registration under Ch. 489, Fla. Stat.

If the Bidder fails to list a subcontractor or lists more than one subcontractor for the same portion of work and the value of that work is more than one half of one percent of the total Bid, the Bidder shall be considered to have agreed to perform that portion of the work without the use of a subcontractor and to have represented the Bidder to be qualified to perform that work. The Bidder shall not remove or replace subcontractors listed in the Bid subsequent to the lists being made public at the Bid opening, except upon good cause shown.

Subcontractor Name	Business Location	Work to be Performed	Percentage of Base Bid

Use additional sheets, if necessary.

1.04(a) Additive Alternate

Additive Alternates (commonly referred to as add alternate), are defined in the project description as well as in the bid form. An add alternate item is denoted on the bid form with the

words “(Add Alternate Item)” in the line item description. Add alternate items shall be awarded solely at the discretion of the District and are not guaranteed should a contract be awarded for the items included in the base bid. The District may accept the Add Alternate bid at any time before final completion of the project.

If the Bidder does not wish to bid on Add Alternate items then the words “NO BID” shall be stated in the cost and total cost section of the bid form. If the Bidder wishes to bid on Add Alternate items then the “Combination Total” section of the bid form must be filled out.

ITB 2024-02 KLWTD Grinder Pump Lateral Kit Upgrades Project

1.05 Miscellaneous Requirements and Affirmations

- A. Bid must be on the Bid Form.
- B. I have attached the required Bid Security to this Bid.
- C. I have attached the required Statement in connection with the Trench Safety Act.

1.06 RESPECTFULLY SUBMITTED, signed and sealed this ____ day of _____, _____.

Contractor

By (Signature) Date

Printed Name and Title

Business Address

City State Zip Code

(CORPORATE SEAL)

Telephone No. Facsimile No.

ATTEST:

By (Signature) Date

Printed Name and Title

END OF FORM

ITB 2024-02 KLWTD Grinder Pump Lateral Kit Upgrades Project

Appendix B-2 SECTION 00420 BID BOND FORM

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, 1) _____, as Principal, and 2) _____, as Surety, are hereby and firmly bound unto Key Largo Wastewater Treatment District, as Owner, in the penal sum of 3) _____ Dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to Key Largo Wastewater Treatment District a certain Bid for 4) KLWTD Grinder Pump Lateral Kit Upgrades Project attached hereto and hereby made a part hereof.

- 1) *Bidder*
- 2) *Surety*
- 3) *Amount of Bond as Required in the Instructions to Bidders*
- 4) *Name of Project as Shown in Request for Bids*

NOW, THEREFORE,

- A. If said Bidder shall be in rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement (properly completed in accordance with the ITB Documents), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby give waive notice of any such extension.

ITB 2024-02 KLWTD Grinder Pump Lateral Kit Upgrades Project

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

Signed and sealed this _____ day of _____, _____.

ATTEST:

Principal

By (Principal Officer)

By (Signature of Officer)

Typed Name and Title

Typed Name and Title

(CORPORATE SEAL)

Address

City, State, Zip

Surety

By

By: _____
Attorney-in-Fact

Typed Name and Title

Typed Name and Title

(SEAL)

Address

City, State, Zip

Telephone No. Facsimile No.

END OF FORM

**Appendix B-3
SECTION 00430
TRENCH SAFETY STATEMENT FORM**

Bidder acknowledges that included in the various items of the Bid contained on the Bid Form are costs for complying with the Florida Trench Safety Act (FS 553.60-553.64). The Bidder further identifies the cost of compliance with the applicable trench safety standards for the project as follows (Bidder to attach additional sheets as necessary to identify all costs):

	Trench Safety Measure (Description)	Units of Measure (LF, SF, SY)	Unit Quantity	Unit Cost	Extended Cost
A					
B					
C					
D					
E					
F					
TOTAL					\$

The total cost shown herein is already included in the various items on the Bid Form and is not additional to the pricing shown on the Bid Form.

Bidder, by signature below, assures that the contractor performing trench excavating will comply with the applicable Trench Safety Standards.

Submitted, signed and sealed this _____ day of _____, _____.

Bidder

Signature

Printed Name and Title

ATTEST:

Signature

Date

(SEAL)

END OF FORM

WWTP

APPENDIX B-4

SECTION 00620
INSURANCE CERTIFICATION FORM

Name of Project: KLWTD Grinder Pump Lateral Kit Upgrades Project

Additional Insureds:

Owner: Key Largo Wastewater Treatment District
103355 Overseas Highway
Key Largo, Florida 33037
ATTN: District Clerk

Engineer(s): Weiler Engineering
6805 Overseas Hwy
Marathon, Florida 33050

THIS IS TO CERTIFY that the numbered policies identified by the attached Certificates of Insurance have been issued by the below stated company in conformance with the limits and requirements as set forth in the General Conditions and Supplementary Conditions.

The insurance company hereby waives its rights of subrogation against the additional insured.

The insurance company hereby agrees to provide to the additional insured, promptly upon request, a true, full, and correct copy of the insurance policies identified in the attached Certificates of Insurance.

Named Insured

Insurance Company

Address City State Zip

By: _____
Signature of Authorized Representative

Printed or Typed Name of Authorized Representative (Attach Acknowledgment)

(Make additional copies of this form if more than one insurance company provides contract required insurance).

END OF FORM

WWTP

Appendix B-5

LIST OF PROPOSED SUBCONTRACTORS AND SERVICES TO BE PERFORMED

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

Appendix B-6
E-Verify System Participation

E-VERIFY SYSTEM PARTICIPATION:

The District participates in the E-Verify System operated by the United States Department of Homeland Security. The Contractor shall certify to the District that it has registered with and utilizes the E-Verify System to confirm the work authorization of all newly hired employees and agrees to use the E-Verify System throughout the duration of this contract. The Contractor shall deliver to the District a copy of each affidavit required to be provided to Contractor by each Subcontractor stating that the Subcontractor does not employ, contract or subcontract with any unauthorized alien. In the event the District notifies the Contractor it has reason to believe that any Subcontractor providing services or materials in connection with Contractor's performance of its obligations under this contract is not using the E-Verify System, the Contractor shall immediately dismiss the Subcontractor.

Contractor acknowledges the District's participation in E-Verify System and by executing and submitting this form with its Bid, agrees to the conditions stated above and will participate in the E-Verify System throughout the duration of the Agreement.

Submitted, signed and sealed this _____ day of _____, _____.

Bidder

Signature

Printed Name and Title

ATTEST:

Signature

Date

(SEAL)

END OF FORM

Appendix C
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) _____, doing business as a 3) _____, 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 Bidders, Contractor's Bid, 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 Grinder Pump Lateral Kit Upgrades Project.

C. Contract Time

The Contractor shall begin work within 7 days after the issuance of a written Notice to Proceed and shall achieve substantial completion of the work within 180 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 **30** 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 (1/4) 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 _____ Dollars (\$ _____). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions (Appendix D, E, and F).

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 under Section Fla. Stat. §255.078 (2023) until completion of the work.

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

Appendix D
Section 00700
Standard General Conditions

In order to conserve resources, Appendix D, Section 00700, Standard General Conditions, is made available electronically on the KLWTD website at <https://www.klwtd.com/project-documents/>

To download an electronic copy of Appendix D, click on the link labeled “[Appendix D](#)”. A PDF file of the Standard General Conditions will be downloaded to your device. If you are unable to download the Appendix D from the website, you may request that an electronic file be sent to you via email by writing to Clerk.RFP@KLWTD.com.

If you desire paper copies, they can be made available for pickup at the KLWTD office at 103355 Overseas Highway, Key Largo, Florida, 33037. A cost for reproduction of paper copies will be charged. A fee of \$0.03 per 8.5” X 11” sheet will be charged.

All documents that are made available electronically at the KLWTD web site are hereby made an official part of this ITB. All terms and conditions contained in these files become a part of the Contract Documents. It is the Bidder’s responsibility to acquire, read and understand these terms and conditions. By submitting a bid, the Bidder certifies that it has obtained, read and accepts the requirements of the document.

Appendix E
Section 00800
KLWTD Supplementary Conditions

In order to conserve resources, Appendix E, Section 00800, KLWTD Supplementary Conditions, is made available electronically on the KLWTD website at <https://www.klwtd.com/project-documents/>

To download an electronic copy of Appendix E, click on the link labeled “[Appendix E](#)”. A PDF file of the KLWTD Supplementary Conditions will be downloaded to your device. If you are unable to download the Appendix E from the website, you may request that an electronic file be sent to you via email by writing to Clerk.RFP@KLWTD.com.

If you desire paper copies, they can be made available for pickup at the KLWTD office at 103355 Overseas Highway, Key Largo, Florida, 33037. A cost for reproduction of paper copies will be charged. A fee of \$0.03 per 8.5” X 11” sheet will be charged.

All documents that are made available electronically at the KLWTD web site are hereby made an official part of this ITB. All terms and conditions contained in these files become a part of the Contract Documents. It is the Bidder’s responsibility to acquire, read and understand these terms and conditions. By submitting a bid, the Bidder certifies that it has obtained, read and accepts the requirements of the document.

Appendix F
Section 00810
FDEP Supplementary Conditions

In order to conserve resources, Appendix F, Section 00810, the FDEP Supplementary Conditions, is made available electronically on the KLWTD website at <https://www.klwtd.com/project-documents/>.

To download an electronic copy of Appendix F, click on the link labeled “[Appendix F](#)”. A PDF file of the KLWTD Supplementary Conditions will be downloaded to your device. If you are unable to download the Appendix F from the website, you may request that an electronic file be sent to you via email by writing to Clerk.RFP@KLWTD.com.

If you desire paper copies, they can be made available for pickup at the KLWTD office at 103355 Overseas Highway, Key Largo, Florida, 33037. A cost for reproduction of paper copies will be charged. A fee of \$0.03 per 8.5” X 11” sheet will be charged.

All documents that are made available electronically at the KLWTD web site are hereby made an official part of this ITB. All terms and conditions contained in these files become a part of the Contract Documents. It is the Bidder’s responsibility to acquire, read and understand these terms and conditions. By submitting a bid, the Bidder certifies that it has obtained, read and accepts the requirements of the document.

Appendix G Project Drawings

In order to conserve resources, Appendix G, Project Drawings, is made available electronically on the KLWTD website at <https://www.klwtd.com/project-documents/>

To download an electronic copy of Appendix G, click on the link labeled “[Appendix G](#)”. A PDF file of the Project Drawings will be downloaded to your device. If you are unable to download the Appendix G from the website, you may request that an electronic file be sent to you via email by writing to Clerk.RFP@KLWTD.com.

If you desire paper copies, they can be made available for pickup at the KLWTD office at 103355 Overseas Highway, Key Largo, Florida, 33037. A cost for reproduction of paper copies will be charged. A fee of \$2.50 per 24” X 36” sheet will be charged.

All documents that are made available electronically at the KLWTD web site are hereby made an official part of this ITB. All terms and conditions contained in these files become a part of the Contract Documents. It is the Bidders responsibility to acquire, read and understand these terms and conditions. By submitting a bid, the Bidder certifies that it has obtained, read and accepts the requirements of the document.

Appendix H Technical Specifications

In order to conserve resources, Appendix H, Technical Specifications, is made available electronically on the KLWTD website at <https://www.klwtd.com/project-documents/>

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