



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; IT Support Manny Santana

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock; IT Consultant Randy Redmond; Lead Plant Operator Jerry Baker

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 piggyback agreement with Marathon to establish time and material rates 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 for Lot 1, Block 8, of Twin Lakes Subdivision, AK 9104495.

**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 Oction 2022 through September 2023. The Board agreed to keep PDFs on the website until October 2024.

**ROUNDTABLE DISCUSSION (Q)**

No report in agenda.


**ADJOURNMENT (R)**

The meeting was adjourned at 5:58 pm.



---

Nicolas Rodriguez, Chairman



---

Shannon McCully, Clerk



## 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>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: \_\_\_\_\_ Date: 2-6-24  
General Manager

## 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](mailto: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	\$ 675.00	\$ -
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		\$ -