

Key Largo Wastewater Treatment District Board of Commissioners Meeting Tuesday, June 18, 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/KLWTDClerkboardmeeting

(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."

### 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 May 21, 2024	4
G. GENERAL MANAGER 1. Islamorada NPK Update	25
H. CUSTOMER SERVICE 1. Customer Service Report – May 2024	26
I. IT 1. IT Report – May 2024	28
J. BUDGET AND FINANCE 1. Budget and Finance Report – May 2024	30
K. FIELD 1. Field Report – May 2024	33
L. PLANT/FACILITIES 1. Vacuum Pump Soft Starter Purchase	37
M. CAPITAL PROJECTS 1. Capital Projects Report – May 2024 2. FDEP Sea Level Rise Resilience Program	42 57

### N. ENGINEERING

1. Grinder Pump Lateral Kit Upgrades Recommendation of Award

## O. LEGAL

## P. COMMISSIONER'S ITEMS

- Q. ROUNDTABLE
- **R. ADJOURNMENT**

1 10 2024		Agenda Item Number: F-1	
June 18, 2024			
		Action Required: Yes	
Department:	Sponsor:		
Legal	Nick Mulick		
Subject: Minutes of May 21, 20	)24		
Summary:			
-	nutes of May 21, 2024 board m		
Reviewed / Approved	<u>Financial Impact</u>	Attachments	
Reviewed / Approved	<u>Financial Impact</u>	<u>Attachments</u> 1. Minutes	
Reviewed / Approved			
Reviewed / Approved         Operations:         Administration:			
Reviewed / Approved         Operations:	\$		
	\$ Funding Source:		
Reviewed / Approved         Operations:	\$ Funding Source: N/A		
Reviewed / Approved         Operations:	\$ Funding Source: N/A Budgeted:		



Key Largo Wastewater Treatment District 103355 Overseas Hwy, Key Largo, FL Tuesday, May 21, 2024

## MINUTES

### CALL TO ORDER (A)

Chairman Nicolas Rodriguez called the meeting to order at 4:00 pm.

### PLEDGE OF ALLEGIANCE (B)

Mr. Peter Rosasco led the Pledge of Allegiance.

### ROLL CALL (C)

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

Present Virtually: Commissioner Philip Schwartz (non-voting)

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; Field Supervisor Rudy Perez; Weiler Engineering Steve Suggs and Abbie Connor; Lead Plant Operator Jerry Baker; IT Support Manny Santana.

Appeared Virtually: Tony Grau of Grau and Grau Associates; Project Administration and HR Coordinator Laura Weinstock; IT Consultant Randy Redmond

### AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (D-1)

Chairman Rodriguez requested the addition of item *P-1 Recognition* Commissioner Majeska requested the addition of item *M-3 Solar Update* Commissioner Heim requested the addition of items *P-2 Twin Lakes Construction, P-3 Board Room Cameras, and P-4 Customer Over-Under Billing* Mr. Rosasco requested the addition of item *G-2 Raftelis Rate Study* 

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

PUBLIC COMMENT (E)

No Speakers.

### APPROVAL OF MINUTES (F)

*Minutes of May 7, 2024 (F-1)* 

Motion: Commissioner Heim made a motion to approve the minutes of May 7, 2024. Commissioner Maloney seconded the motion.

#### Motion passed without objection.

#### GENERAL MANAGER (G)

FY2023 Financial Audit Results presented by Tony Grau of Grau & Associates (G-1) Mr. Tony Grau of Grau & Grau Associates presented the 2023 Financial Audit Results.

*Raftelis Rate Study Proposal 2024 (G-2) (Laydown)* Mr. Rosasco presented the 2024 Raftelis Rate Study Proposal for approval.

Motion: Commissioner Maloney made a motion to move the Rate Study forward. Commissioner Heim seconded the motion.

Vote on Motion:

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

*Islamorada Update (G-3)* Mr. Rosasco discussed Islamorada's force-main break on May 16, 2024.

#### CUSTOMER SERVICE (H)

*Customer Service Report – April 2024* Ms. Fazio presented the Customer Service monthly report.

#### IT (I)

*IT Report – April 2024 (I-1)* Mr. Redmon presented the IT monthly report.

### **BUDGET AND FINANCE (J)**

*Budget and Finance Report – April 2024 (J-1)* Ms. Fazio presented the Budget and Finance monthly report.

*FY2025 Budget & Assessment Calendar (J-2)* Ms. Fazio presented the Budget & Assessment Calendar for 2024.

### FIELD (K)

*Field Report – April 2024 (K-1)* Mr. M. Dempsey presented the Field monthly report.

### PLANT/FACILITIES (L)

*Plant/Facilities Report – April 2024 (L-1)* Mr. R. Dempsey presented the Plant/Facilities monthly report.

#### CAPITAL PROJECTS (M)

*Capital Projects Report – April 2024 (M-1)* Mr. Suggs presented the Capital Projects monthly report.

*KLWTD Collection System Monitoring CO* #5 *Valve Rebuilt Kits (Deductive) (M-2)* Mr. Suggs presented Change Order # 5 for approval.

Motion: Commissioner Maloney made a motion to approve Change Order #5.

Commissioner Heim seconded the motion.

Vote on Motion:

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

Solar Update (M-3)

Commissioner Majeska requested KLWTD's Solar Power System updates be added as an ongoing report under N. Engineering.

#### **ENGINEERING (N)**

No report in agenda.

LEGAL REPORT (O)

No report in agenda.

### COMMISSIONER ITEMS (P)

*Recognition (P-1)* Chairman Rodriguez presented a plaque to Mike Dempsey for his 16 years of service at KLWTD.

#### *Twin Lakes Construction (P-2)*

Commissioner Heim discussed Twin Lakes project and requested KLWTD pursue the county covering or reimbursing KLWTD's expenses, in addition to KLWTD applying for grants.

*Board Room Cameras (P-3)* Commissioner Heim requested the camera views of listeners be shown during Board meetings.

*Customer Over-Under Billing (P-4)* Commissioner Heim asked the Board if they wanted to review possible over or under billing charges. The Board declined.

ROUNDTABLE DISCUSSION (Q)

No report in agenda.

### ADJOURNMENT (R)

The meeting was adjourned at 6:18 pm.

Nicolas Rodriquez, Chairman

Shannon McCully, Clerk

Seal\_\_\_\_\_

Meeting Date:

May 21, 2024

Agenda Item Number: G-2

Action Required: Yes

Department:

Sponsor:

General Manager

Peter Rosasco

Subject:

**Raftelis Rate Study Proposal 2024** 

Summary:

Mr. Rosasco will present the 2024Raftelis Rate Study Proposal.

Reviewed / Approved	Financial Impact	Attachments
Operations:	\$	1. Raftelis Proposal
Administration:		
Finance:	Funding Source:	
District Counsel:	N/A	
District Clerk:	Budgeted:	
Engineering:	N/A	
Approved By:	mp	Date: 5 - 21 - 24





May 17, 2024

Ms. Connie Fazio Sr. Finance Manager Key Largo Wastewater Treatment District 103355 Overseas Highway Key Largo, FL 33037

#### Subject: Proposal for a Wastewater Rate Study

Dear Connie:

Raftelis Financial Consultants Inc. ("Raftelis") is pleased to submit this proposal to the Key Largo Wastewater Treatment District (the "District" or "Client") to provide utility rate and financial consulting services (the "Proposal") through the performance of a revenue sufficiency and adequacy of rate analysis for the wastewater utility system (the "System"). With respect to this Proposal, the primary responsibilities of Raftelis will be to assist the District with the update of a five (5) year financial forecast, previously developed by Raftelis in prior engagements, to assess the sufficiency of existing monthly user rate revenues and determine the feasibility and/or financial impacts from a rate reduction (the "Project"). Based on our understanding of the needs of the District with respect to the Project, we propose the following:

#### PROJECT TEAM AND BILLING RATES

With respect to the performance of the Project, Mr. Thierry Boveri will be the principal-in-charge and Mr. Trevor McCarthy, will be the project manager and both will serve as primary points of contact with the District. Other analysts and administrative personnel will be utilized during the course of the engagement as needed. Attachment A, which is made a part of this Proposal, summarizes the direct labor hourly billing rates by project team title that may be used relative to this engagement.

#### **SCOPE OF SERVICES**

The scope of services to be performed by Raftelis relative to this Proposal is included herein as Attachment B, which is made a part of this Proposal. As noted in the scope of services, Raftelis will coordinate with District staff regarding the data needs for the study.

#### **COMPENSATION AND BILLING**

Based on the scope of services summarized on Attachment B and the direct hourly labor billing rates and standard unit rates associated with the billing of other direct expenses associated with the performance of such services as identified in Attachment A, we proposed a not-to-exceed contract budget of \$24,980 for the Project. Detail of the proposed not-to-exceed contract amount is summarized on Attachment C, which is made a part of this Proposal. This contract budget amount includes the direct cost of personnel anticipated to be assigned to the Project as well as any indirect costs such as telephone, reproduction, printing and shipping charges. The costs incurred by Raftelis for such indirect costs, if any, will be billed to the District based on actual cost or on the standard unit cost rates as summarized on Attachment A.

Raftelis will bill the District on a monthly basis for the consulting services provided to the District in accordance with the intent of this Proposal. The payment for the utility rate and financial consulting services as provided by Raftelis as delineated on Attachment B shall be on an hourly, not to exceed, basis and will equal the sum of: i) direct labor cost based upon the actual hours of service furnished toward the completion of the Project; ii) any other direct expenses incurred during the month associated with the Project; and iii) the cost of any subconsulting services. Raftelis does not anticipate the need for sub-consultant services during the course of the engagement. To the extent that Raftelis determines a need for sub-consultant

services, Raftelis will notify the District of such need and will not employ or use any sub-consultant without the approval by authorized District personnel. No additional services above the cost estimate will be performed without the prior written authorization of the District.

#### **PROJECT SCHEDULE**

Upon notification to proceed, Raftelis will complete the scope of services identified in this Proposal within 60 days of receipt of the required data or as mutually agreed upon based on the requirements of the District.

We appreciate the opportunity to submit this Proposal for the Board's consideration of Raftelis and look forward to the possibility of working with the District again in the future. Should you or the Board have any questions about this Proposal please do not hesitate to contact us.

We have included our standard terms and conditions as Attachment D. If the provisions of this engagement letter are acceptable, please sign and return one copy of the letter for our files. We appreciate the opportunity to be of service to the District and look forward to working with you soon.

Sincerely,

**RAFTELIS FINANCIAL CONSULTANTS, INC.** 

**Thierry A. Boveri, CGFM** *Vice President* 

Approved:	Date:
Name of Signatory:	Title:

# **ATTACHMENT A**

#### **2024 Standard Hourly Billing Rates**

Position	Hourly Billing Rate *
Executive Vice President	\$375
Vice President	\$340
Senior Manager	\$305
Manager	\$270
Senior Consultant	\$240
Consultant	\$210
Associate	\$175
Administration	\$100
Technology/Communication Charge**	\$10

- \* These rates will be in effect for calendar year 2024 and will then increase annually by 3% unless specified otherwise by contract.
- \*\* Technology/Communication Charge this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

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# ATTACHMENT B Project Approach and Scope

The scope of services to be performed by Raftelis Financial Consultants, Inc. (Raftelis) associated with the performance of the Project as it relates to the completion of a wastewater revenue sufficiency analysis is summarized below by major task item.

### **Task 1 – Data Acquisition and Review**

Raftelis will work with the District and its consultants to obtain information, customer billing and statistical data, engineering and capital assessment records and reports, and other information relative to existing wastewater operations and the continued connection of new wastewater services. Raftelis will attend <u>one (1) virtual kick-off meeting</u> with District staff to review compiled information, identify and discuss issues associated with the financial and rate evaluation, and to assist Raftelis with the initiation of the Project.

### Task 1: Deliverables and Meetings

**Deliverables:** Data Request **Meetings:** 1 virtual meeting

## **Task 2 – Development of Historical and Projected Customer and Statistical Forecast**

Based on data availability, Raftelis will compile the historical wastewater customers (both from a rate and non-ad valorem assessment basis), equivalent residential units or connections (ERC), and billed wastewater flow data for the historical periods completed since the prior engagement for the System to identify trends in customers served / growth and billed usage relationships. This historical trend analysis will also include billed wholesale wastewater flows received from the Village of Islamorada. Based on information provided by the District and the analysis of the trends in customers and usage performed during this task, Raftelis will update previous analyses and develop a forecast of customer account growth, billed wastewater flow (in terms of revenue gallons billed based on water statistics as provided by FKAA), and the wastewater treatment requirements for the Fiscal Year 2024 (the current budget year and referred to as the "Test Year") and the subsequent five (5) Fiscal Years ending 2029 (the "Forecast Period"). The forecast will be developed to assist in the calculation of utility rate revenues for the evaluation of the financial needs of the System. The forecast will be based on the historical trends and usage requirements of the District and the billing rate attributes associated with the rates that are currently in effect as of the date of the report. Raftelis will test the detailed customer data for reasonableness and will also perform a rate reconciliation of recent historical customer statistics and the application of the rates to such statistics and to identify any issues relative to the revenue modeling process.

### Task 2: Deliverables and Meetings

**Deliverables:** n/a **Meetings:** n/a

### **Task 3 – Projection of Wastewater Assessment Revenue**

Based on the District's adopted wastewater assessment methodology and most recent EDU calculations, Raftelis will prepare a projection of annual assessment revenue by assessment phase (i.e. wastewater basin), including projected assumptions associated with early prepayments. This projection will reflect, for each basin, the assessment revenue for the entire duration of the wastewater assessment program in order to provide a comparison of long-term assessment revenue to debt service commitments. Raftelis will coordinate with the District staff and consultants to review the current assessment rolls and projected future assessment revenue and reconcile most recent historical revenue collections to the EDU statistics to validate this revenue source and to compare such accounts to the wastewater accounts connected to and receiving service (which links to the FKAA billing statistics).

### Task 3: Deliverables and Meetings

**Deliverables:** n/a **Meetings:** n/a

### **Task 4 – Projection of Wastewater Rate Revenue**

Based on the detailed customer billing information and corresponding forecast of customer growth and billed wastewater flow, Raftelis will develop a rate revenue projection for the Forecast Period. This forecast will allow a match between the growth assumed for the financial forecast and the revenue derived from existing rates. This task will also include projections of wholesale wastewater service to the Village of Islamorada. The revenue forecast will also include projections of the operating revenues, interest income (which will be based on a "funds flow" analysis), and connection (impact) fees for future capital needs.

### Task 4: Deliverables and Meetings

**Deliverables:** n/a **Meetings:** n/a

### **Task 5 – Development of Operating Expense Projections**

This task involves the development of the estimated amount of operating expenses required to be funded from wastewater rate revenues for the Forecast Period. This task will be performed in sufficient detail in order to: i) recognize the primary expenses incurred for the wastewater system; ii) assist in the projection of expenditures for the Forecast Period; and iii) recognize changes in operating costs due to changes in regulatory requirements, utility operations and the continued implementation of the capital improvement program. Finally, other operating expenses such as contingency reserves, insurance needs, other post-employment benefits, and other expenses will be evaluated to ensure that rates are designed for the full recovery of costs.

### Task 5: Deliverables and Meetings

**Deliverables:** n/a **Meetings:** n/a

### **Task 6 – Capital Funding Analysis**

This task involves a detailed review of the District's five (5) year or applicable capital improvement program and other engineering planning documents, and the performance of a funding analysis to identify available sources of funds for financing of the capital improvement program and the estimated impact on utility rate revenues associated with the capital funding program for the Forecast Period.

This task will also include the development of a flow of funds analysis to evaluate cash flow balances in each specific fund of the System and to estimate interest income earned on unrestricted and restricted fund balances as defined in the Bond Resolution for the System (assist in determination of rate covenant compliance) or as established by District policy. Raftelis will provide recommendations regarding utility reserve policies and recognize minimal reserve levels in the cash flow analysis as part of the management dashboard update. Raftelis will also coordinate with District staff and District financial advisor, as necessary, to optimize the amount of long-term debt in relation to utility reserves.

### Task 6: Deliverables and Meetings

**Deliverables:** n/a **Meetings:** n/a

### Task 7 – Projection of Debt Service by Issue

Based on existing District loan commitments and projected loan commitments as derived in the capital funding analysis, Raftelis will develop a projection of debt service by each wastewater debt issue. This analysis will include the effects of the recent repayment of certain SRF loans. This projection will be used as part of the overall financial forecast and will be used to compare to the long-term wastewater assessment revenue as discussed above.

### Task 7: Deliverables and Meetings

**Deliverables:** n/a **Meetings:** n/a

### **Task 8 – Compliance Analysis and Management Dashboard**

This task will be conducted in order to satisfy the rate covenant requirements and the flow of fund requirements as defined in the governing bond resolution that authorized the issuance of the outstanding utility system revenue bonds as well as any loan agreements associated with the issuance of any subordinate lien debt. The compliance analyses will be performed for the Forecast Period to maintain the financial integrity of the utility system. Additionally, to the extent any senior or subordinate bonds are assumed to be issued by the District during the Forecast Period, Raftelis will evaluate the "additional bonds test" requirements from Net Revenues for Bond Resolution compliance purposes as a component of the financial forecast.

Raftelis will also update the "management dashboard," which will highlight the financial position and certain financial ratios to present the estimated financial creditworthiness of the System and to evaluate or identify any financial risks to the District.

### Task 8: Deliverables and Meetings

**Deliverables:** n/a **Meetings:** n/a

## Task 9 – Development of Net Revenue Requirements and Rate Impact Analyses

Predicated on the aforementioned tasks, Raftelis will prepare a summary of the total net revenue and funding requirements of the System and the corresponding rate impact requirements for each fiscal year of the Forecast Period. Based on the Test Year financial evaluation performed for the System, Raftelis will develop recommended rate adjustments (rate revenue percentage increase) expressed on a percentage basis above the revenues produced from the existing rates for the System for consideration by the District.

### Task 9: Deliverables and Meetings

**Deliverables:** n/a **Meetings:** n/a

## **Task 10 – Staff Presentation of Net Revenue Requirements Analysis**

Raftelis will prepare a summary documenting all of our analyses, assumptions, and considerations for the review of District staff. During the preparation of the analysis, Raftelis has i) identified the attendance of <u>one (1) virtual meeting</u> to discuss preliminary findings or issues and to formally present the results to staff and to initiate the Board of Commissioners (the "Board") / public presentation requirements. Any adjustments to the analysis as a result of the virtual meeting will be made prior to the release of the study to the District for presentation to the Board.

### Task 10: Deliverables and Meetings

**Deliverables:** Staff Presentation **Meetings:** 1 virtual meeting

### **Task 11 – Preparation of Report and Presentation of Findings**

Raftelis will prepare a wastewater revenue sufficiency study report documenting the assumptions, analyses, and recommendations or conclusions for consideration by the District Board. The report will include recommendations concerning rate increases and recommendations relative to automatic price index. This report will include a detailed description of the financial projections including the significant assumptions utilized in the development of such projections and rate analysis. A draft of the wastewater revenue sufficiency study report will be completed for review by the District staff prior to the completion of the final report. This task assumes attendance of <u>one (1) virtual meeting</u> to present findings to the District Board.

### Task 11: Deliverables and Meetings

**Deliverables:** Draft and Final Report **Meetings:** 1 virtual meeting

### **ADDITIONAL SERVICES**

During the course of the engagement, the District may request additional services from Raftelis. Raftelis will perform such services only as mutually agreed between the District and Raftelis in writing. Examples of utility rate consulting services, which would be considered as an additional service, include, but are not limited to, the following activities:

- 1. Attendance of meetings/conference calls in addition to what is contemplated in the scope of services referenced above, including additional meetings with the District Board beyond the one (1) included in the scope of services.
- 2. Detailed modifications or development of wastewater rate resolutions and policies.
- 3. Preparation of a public information program and attendance at any meetings with affected customers, interested third parties, or other public agencies relative to the wastewater utility system.
- 4. The preparation of additional capital and financial scenarios beyond what is generally contemplated in this scope of services; including the preparation of additional financial scenarios after substantial completion of the draft study and its delivery to the District for consideration.
- 5. Delays in the project schedule which may have impacts on analyses performed which would affect the budget for the scope of services reflected herein.

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# **ATTACHMENT C**

#### ATTACHMENT C Key Largo Wastewater Treatment District <u>Cost Estimate to Prepare a Wastewater Revenue Sufficiency Rate and Financial Forecast Analysis</u>

Line No.		Task Ref. [1]	Vice President	Senior Consultant	Consultant	Administrative	Totals
1	Direct Labor Rates [2]		\$340.00	\$240.00	\$210.00	\$100.00	
2	Data Acquisition / Compilation Review	1	2.0	2.0	4.0	2.0	10.0
3	Compilation of Historical Customer Billing Information	2	-	2.0	12.0	-	14.0
4	Development of Customer and Billed Flow (Usage) Forecast	2	-	1.0	5.0	-	6.0
5	Projection of Wastewater Assessment Revenue	3	-	1.0	5.0	-	6.0
6	Projection of Wastewater Rate (including wholesale) Revenue	4	-	1.0	4.0	-	5.0
7	Development of Operating Expense Projections	5	1.0	2.0	12.0	-	15.0
8	Capital Funding Analysis (Flow of Funds Analysis & Interest Income)	6	1.0	2.0	7.0	-	10.0
9	Projection of Debt Service by Issue	7	1.0	2.0	4.0	-	7.0
10	Compliance Analysis and Management Dashboard	8	1.0	1.0	2.0	-	4.0
11	Development of Net Revenue Requirements and Rate Impact Analyses	9	1.0	2.0	4.0	-	7.0
12	Staff Presentation of Net Revenue Requirements - Presentation Documents	10	2.0	2.0	4.0	2.0	10.0
13	Technical Memorandum / Report Preparation / Presentation Documents	11	2.0	4.0	8.0	4.0	18.0
14	Total Hours		11.0	22.0	71.0	10.0	112.0
15	Direct Labor Cost		\$3,740	\$5,280	\$14,910	\$1,000	\$24,930
	Other Direct Cost						
16	Travel (car rental, tolls, gas, etc.)						\$ 0
17	Allowance for Telephone, Delivery, and Other Project Costs						0
18	Miscellaneous / Rounding						50
19	Total Other Direct Costs						\$ 50
20	Total Estimated Project Cost						\$ 24,980
[4] ml							

[1] Please reference Attachment A - Scope of Services for description of tasks to be performed by Raftelis.

[2] Please reference Attachment B for direct labor hourly rates for Raftelis.

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# ATTACHMENT D

### I. SCOPE

Raftelis Financial Consultants, Inc. (Raftelis) agrees to perform the professional consulting services described in the agreement (Work) that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

### II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within 30 days of receiving the invoice. Amounts paid after 30 days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or, if no reference is provided, at the actual cost as incurred by Raftelis.

### III. RESPONSIBILITY

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

### IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS

If Raftelis' performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis' subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client. Any opinions or recommendations are intended for the exclusive use of the Client and shall not be provided to any other party without the written consent of Raftelis. Any opinions or advice shall speak only as of the time it is provided to the Client and may not be valid after the passage of time.

### V. INDEMNIFICATION

Raftelis agrees to indemnify, defend, and hold Client harmless from and against liability caused by the negligent errors or negligent omissions of Raftelis, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall Raftelis be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold Raftelis harmless from and against any liability caused by the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

### VI. INSURANCE

Raftelis shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises	
(Each Occurrence)	\$500,000
Medical Expense (Any One	
Person)	\$15,000
Personal and Advertising	
Injury	\$1,000,000
General Aggregate	\$2,000,000
Products –	
Completed/Operation	
General Aggregate	\$2,000,000

- 2. Statutory worker's compensation and employers' liability insurance as required by state law.
- 3. Professional liability insurance at a limit of liability of not less than \$5,000,000 aggregate.

### VII. SUBCONTRACTS

Unless specifically specified in the Agreement, Raftelis shall be entitled, to the extent determined to be appropriate by Raftelis, to subcontract any portion of the Work to be performed under this Agreement.

### VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

#### IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

#### X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

#### XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

#### XII. FORCE MAJEURE

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

### XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

#### XIV. WORK PRODUCT

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse. Nothing contained herein shall be

deemed a transfer, assignment, or divestiture by Raftelis of its trade secrets, expertise, or intellectual property.

#### XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

#### XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by Raftelis: (a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 90 days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

### XVII. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.

This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.

#### XVIII. E-VERIFY REQUIRED

Raftelis and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Raftelis agrees and acknowledges that the Client is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Raftelis by entering into this Agreement with the Client, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees; (ii) during the year prior to making its submission or entering into this Agreement, no contract of Raftelis was terminated by a public employer in compliance with Section 448.095, Florida Statutes; and (iii) Raftelis is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Additionally, Raftelis shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering into the Agreement and then annually on each anniversary of the Agreement's Effective Date. The Client's receipt of proof that Raftelis and each subcontractor performing through Raftelis are E-Verify system participants is a condition precedent to entering this Agreement. The submission of an executed affidavit, similar to the affidavit in Exhibit A, from the Raftelis and any subcontractor stating it is in compliance with Section 448.095, Florida Statutes, and all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this requirement.

Notwithstanding any other provision herein, if the Client has a good faith belief that Raftelis or its subcontractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Client shall terminate this Agreement. Raftelis shall be liable for any additional costs incurred by the Client as a result of the termination of this Agreement based on the failure of Raftelis or its subcontractors to comply with the E-Verify requirements referenced herein.

### XIX. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the person signing the Agreement on behalf of the Client and shall be effective upon delivery to the address stated in the Agreement.

### XX. PUBLIC RECORDS

Pursuant to applicable Florida law, Raftelis' records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. Raftelis shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).

(Remainder of Page Intentionally Left Blank)

June 18, 2024		Agenda Item Number: G-1	
Sunc 10, 2021		Action Required: No	
Department:	Sponsor:		
General Manager	Peter Rosasco		
Subject: Islamorada NPK Upda	ite		
Summary:			
Reviewed / Approved	<u>Financial Impact</u>	Attachments	
	<u>Financial Impact</u>	Attachments	
Operations:		Attachments	
Operations:		Attachments	
Operations:     Administration:	\$	Attachments	
Operations:      Administration:      Finance:      District Counsel:	\$ Funding Source: N/A Budgeted:	Attachments	
Reviewed / Approved         Operations:	\$ Funding Source: N/A	Attachments	

June 10 2024		Agenda Item Number: H-1
June 18, 2024		Action Required: No
Department:	Sponsor:	
Customer Service	Connie Fazio	
Subject:		
Customer Service Rep	ort - May 2024	
Summary:		
Ma Faria will present the	e Customer Service monthly rep	
<u>Reviewed / Approved</u>	<u>Financial Impact</u>	Attachments
	Financial Impact	<u>Attachments</u> 1. Monthly Report
Reviewed / Approved Operations: Administration:	-	
Operations:	-	
Operations:	\$	
Operations: Administration: Finance:	\$ Funding Source:	
Operations: Administration: Finance: District Counsel:	\$ Funding Source: N/A	
Operations: Administration: Finance: District Counsel: District Clerk:	\$ Funding Source: N/A Budgeted:	
Operations: Administration: Finance: District Counsel: District Clerk: Engineering:	\$ Funding Source: N/A Budgeted:	

General Manager

# Key Largo Wastewater Treatment District Customer Service Report

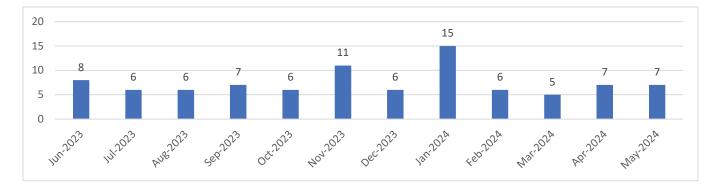
### May 2024

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

	Total
Billing	10
Demo	3
Field Department	18
MOD	5
NOA	12
Tie In Res	9
Total	57

### **Customer Service Requests**

### Number of Completed Wastewater Connection



### **Completed Wastewater Connections Consists of The Following:**

- 1 New Connection Residential
- 6 Reconnections Residential

June 18, 2024		
		Action Required:
		No
Department:	Sponsor:	
IT	ENS	
Subject:		
IT Report - May 2024		
Summary:		
ENS will present the IT n	anthly report	
Reviewed / Approved	Financial Impact	<u>Attachments</u>
	<u>Financial Impact</u> \$	<u>Attachments</u> 1. Monthly Report
Operations:		
Operations:		
Operations: Administration:	\$	
Reviewed / Approved         Operations:	\$ Funding Source: N/A Budgeted:	
Operations:	\$ Funding Source: N/A	
Operations:      Administration:      Finance:      District Counsel:	\$ Funding Source: N/A Budgeted:	
Operations:	\$ Funding Source: N/A Budgeted:	

General Manager

IT

The IT Department completed 569 tickets in May.

#### **IT Updates** Description Project Cost • Monthly meetings on-going. Board Demo scheduled for Jun 18th • board meeting. **GIS Emergency** Scheduled monthly meetings with \$18,960.00 • Field department for IT and GIS applications project One time training. • Board Demo of GIS applications scheduled for July 2nd board meeting. 1 on 1 training available upon • request. Migration completed. \$3,575.00 • Google to O365 Google subscription cleanup. This (One-time fee) • Migration \$1,100.00 includes exporting saved passwords and shortcuts from Google Chrome, (Recurring monthly) then importing them to a new profile.

Meeting Date:		Agenda Item Number: J- <u>1</u>
June 18, 2024		
		Action Required:
		No
Demostra ente	0	
Department:	Sponsor:	
Budget and Finance	Connie Fazio	
Subject:	Conort May 2024	
Budget and Finance R	eport - May 2024	
Summary:		
-	e Budget and Finance monthly	report.
-	e Budget and Finance monthly	report.
-	e Budget and Finance monthly	report. <u>Attachments</u>
Ms. Fazio will present the		
Ms. Fazio will present the <u>Reviewed / Approved</u>	<u>Financial Impact</u>	Attachments
Ms. Fazio will present the <u>Reviewed / Approved</u> Operations:	<u>Financial Impact</u>	Attachments
Ms. Fazio will present the           Ms. Fazio will present the           Reviewed / Approved           Operations:           Administration:	Financial Impact	Attachments
Ms. Fazio will present the           Ms. Fazio will present the           Reviewed / Approved           Operations:	Financial Impact \$ Funding Source:	Attachments
Ms. Fazio will present the           Reviewed / Approved           Operations:	Financial Impact \$ Funding Source: N/A	Attachments

General Manager

# May 2024

# **Budget and Finance Report**

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

Next semi-annual payment due 7/15/24

	Cash Flow		
	Deposits	Expenditures	
Wastewater Billing Deposits Received	\$646,584.43		
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	\$84,607.64		
Islamorada Revenue	\$103,206.75		
Interest Income	\$112,931.59		
Misc. Revenue (includes Stewardship reimbursements)	\$117,440.12		
District Expenditures (checks written)		\$1,302,750.92	
Payroll		\$190,625.64	
Total:	\$1,064,770.53	\$1,493,376.56	

	110		Neveride Statistics			
Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received	
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	10,160 (9,278 Residential 882 Commercial)	\$534,961.66	
Feb. 2023	10,123 (9,239 Residential 884 Commercial)	\$600,360.56	February 2024	10,153 (9,274 Residential 879 Commercial)	\$431,382.57	
March 2023	10,148 (9,266 Residential 882 Commercial)	\$655,947.71	March 2024	10,170 (9,286 Residential 884 Commercial)	\$863,381.29	
April 2023	10,141 (9,255 Residential 886 Commercial)	\$603,364.07	April 2024	10,195 (9,317 Residential 878 Commercial)	\$599,239.78	
May 2023	10,168 (9,286 Residential 882 Commercial)	\$641,650.94	May 2024	FKAA Stats not received as of 6/10/24	\$646,584.43	
	ue from June 2022 gh May 2023	\$7,616,999.32	Total Revenue from June 2023 Through May 2024		\$7,399,402.04	

<u>April 2024 Credit Card Fee Info</u> CC Total Payment to FKAA CC Total x 2.5% Fee total cost to KLWTD

\$241,283.66 \$6,032.09

June 18, 2024		Agenda Item Number: K-1
		Action Required: No
Department:	Sponsor:	
Field Operations	Mike Dempsey	
Subject:		
Field Report - May 202	24	
Summary:		
Mr. Dempsey will present	t the Field monthly report.	
Reviewed / Approved	<u>Financial Impact</u>	<u>Attachments</u>
	<u>Financial Impact</u> \$	<u>Attachments</u> 1. Monthly Report
Operations:		
Operations:		
Operations: Administration: Finance:	\$	
Reviewed / Approved         Operations:          Administration:          Finance:          District Counsel:          District Clerk:	\$ Funding Source: N/A Budgeted:	
Operations: Administration: Finance: District Counsel: District Clerk:	\$ Funding Source: N/A	
Operations: Administration: Finance: District Counsel:	\$ Funding Source: N/A Budgeted:	
Operations:       Administration:       Finance:       District Counsel:       District Clerk:       Engineering:	\$ Funding Source: N/A Budgeted:	

General Manager

# **Wastewater Field Operations**

There was a total of 35 service calls for the month of May of these 18 were systemgenerated alarms, mostly by low vacuum detection at a vacuum station. The systemgenerated alarms were addressed quickly by the field staff. The reports below detail the remaining 17 calls.

Date	Address	Incident	Response	KLWTD Issue
5/1/24	123 Tavern Dr	Customer reported a possible back up in His house.	The Pit was working as should. Notified the homeowner He would need to call a plumber. (Homeowner Issue).	No
5/2/24	92003 o/s Hwy	Customer reported that the Griner Pump alarm was going off.	The Grinder Pump was private. Advised the Homeowner that and he would need to call a plumber. (Homeowner Issue).	No
5/9/24	124 Tavern Dr	Customer called to report a possible back up in His house.	Everything was working as it should Notified the Homeowner that He would need to call a plumber. (Homeowner Issue).	No
5/9/24	158 Garden St	Customer reported that the Manhole cover was broken in front of Her house.	The Manhole lid was making noise when cars ran over it. Tech cleaned the lid and added a dust cover between the frame and the lid.	Yes
5/9/24	95450 o/s Hwy	Customer called to report that the Grinder Pump was not working.	The Pump was bad, replaced the Pump, simulated and put it back in service.	Yes
5/10/24	347 Oleander Dr	Customer called to report a sewer odor in Her house.	Everything was working as it should, and the Tech could not smell any odors . (Homeowner Issue).	No
5/11/24	7 Hibiscus Dr	Customer called to report a possible back up.	Everything was working as it should, Advised the Homeowner that He would need to call a plumber. (Homeowner Issue).	No

5/14/24	29 Bass Ave	Customer reported a possible back up in His house.	Everything was working at it should, Advised the Homeowner that She would need to call a plumber.(Homeowner Issue).	No
5/15/24	99 Marina Ave.	Customer called to report a possible back up.	Tech found the private lateral had roots clogging the lateral causing the back up. Advised the Homeowner that He would need to call a plumber.	No
5/17/24	557 Gorden Circle.	Customer called to report a possible back up.	Tech found that the Fernco had seperated from the wye body, replaced the Fernco, simulated the Pit and put it back in service.	Yes
5/21/24	30 Snapper Ave	Customer reported that Her toilets were backing up.	Tech found everything was working as it should. Advised the Homeowner that She would need to call a plumber. (Homeowner Issue).	No
5/21/24	210 Lower Matecumbe Rd	Customer called to report a possible back up.	Tech found that everything was working as it should. Advised the Homeowner that She would need to call a plumber. (Homeowner Issue).	No
5/22/24	127 Hilson Ct	Customer called to report an odor outside His home.	Tech found that everything was working as it should. The odor was coming from a construction crew that was installing a new dock and stirring up the algae from the bottom of the canal. (Homeowner Issue).	No
5/23/24	104140 o/s Hwy	Customer called to report that the alarm on the Grinder Pump was going off	Tech found that the Grinder Pump was private and was not a part of the unique program. Advised the Homeowner that He would need to call a plumber. (Homeowner Issue).	No
5/23/24	91885 o/s Hwy (Sunshine Market)	Customer called to report a possible back up.	Tech found everything to be working as it should. Advised the Homeowner to call a plumber. (Homeowner Issue).	No
5/25/24	501 Oldsmar Rd	Customer called to report that the Air Terminal was making noises.	Tech found that the Controller was bad, Replaced the Controller, Simulated the Pit and put it back in service.	Yes

5/28/24	1123 Calder Rd	Customer called to report standing water next to the Air Terminal.	Tech found that there was a leak on a water main. Tech notified the Fla Keys Aquaduct of a possible water main break.	No
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June 10 2024		Agenda Item Number: L-1
June 18, 2024		Action Required: Yes
Department:	Sponsor:	
Plant/Facilities	Ryan Dempsey	
Subject: Vacuum Pump Soft St	arter Purchase	
Summary:		
approval.		
Reviewed / Approved	<u>Financial Impact</u>	<u>Attachments</u>
Reviewed / Approved	\$ 92,070.35	<u>Attachments</u> 1. Rexel Quote 2. Rexel Sole Source Letter
Reviewed / Approved         Operations:         Administration:	\$ 92,070.35 Expense	1. Rexel Quote
Reviewed / Approved         Operations:         Administration:         Finance:	\$ 92,070.35 Expense Funding Source:	1. Rexel Quote
Reviewed / Approved         Operations:	<ul> <li>\$ 92,070.35</li> <li>Expense</li> <li>Funding Source:</li> <li>N/A</li> </ul>	1. Rexel Quote
Reviewed / Approved         Operations:         Administration:         Finance:	\$ 92,070.35 Expense Funding Source:	1. Rexel Quote

Date:



REXEL 1597 MFL MIAMI FLORIDA 6767 NE 4TH AVE MIAMI, FL 33138-5514 Fax

QUOTE TO:

KEY LARGO WTP 103355 OVERSEAS HWY KEY LARGO, FL 33037-4762

# Quotation

QUOTE DATE		QUOTE NUMBER	PAGE NO.
05/31	/2024	S139562307	1 of 2
CUST PO#:			
JOB/REL#:			

SHIP TO:

KEY LARGO WTP 100301 OVERSEAS HWY ATTN: BEAU SPONSELLER KEY LARGO, FL 33037-4418

CUSTOMER NUMBER		TOMER PHONE#		ORDERED BY			DE SALESPERSON
915956	7	86-283-1049	В	eau Sponseller	1		ard Arndt 1106
WRITER		WRITER PHONE#			WRITER EMAIL		
Jorge L Galindo	o 1 102					o@rexelu	
INSIDE SALESPE		SHIP VIA		TERMS		IP DATE	FREIGHT ALLOWED
Jorge L Galind	lo 1102	DIRECT		et 30 Days		1/2024	Yes
ORDER QTY		DESCRIPTI N			UNIT	PRICE	EXT PRICE
25EA 25EA	CONTROL - FACTORY - Our Pn: 92 UPC: 7811 AB 150-F8	ORDERED, 2-3 WEEK	LEAD T			5.840/EA	71671.00 5623.25
	MODULE - FACTORY STOCK. 8-10 BUSINESS DAYS FOR DELIVERY. - Our Pn: 92485 UPC: 78118061805			5			
5EA	AB 20-COMM-E POWERFLEX ETHERNET/IP - FACTORY ORDERED, 4-6 WEEK LEAD TIME - Our Pn: 67369			900	).170/EA	4500.85	
25EA	CLASS HIM Our Pn: 67662				6780.75		
representative. Ordens related to il quotation and are subject to availa the right to amend the delivery data quotation and Selfer equally reser Delivery datas are estimated only manufacturing delays. Be advise outside of Selfer's reasonable con 'Inustration' or Timpossibility'. Selfer's Stridard Terms and Condi	UPC: 82091995996 Prices are subject to change at any time prior to shipmant unless agread to otherwise in whing signed by an authorized Salar promentative. Ordem related to his quotation must be received, accepted and released by Salar within 48 hours of issuence of the public and are subject to availability. Many of Salar's manufacturing partners have advised that until further notice they reserve the right to amend he delivery date, price, scope and quartity of supply and/or other terms and conditions set out in their offer or public and Salar equally reserves he right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are salimated only. Selar shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Salar considers any changes imposed by its manufacturing partners and other vendors functional date's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "materiation" or "impossibility". Salar's Standard Terms and Conditions of Salar are incorporated by reference into this quidation. A copy of the most current version of Salar's Testing and Terms and Conditions of Salar is invalided at <u>thes lawser</u> resultation combinem. An oppy of the most current version of Salar's Testing and Terms and Conditions of Salar is invalided at <u>thes lawser</u> resultation.				Subtota S&H C Sales 1 Total	harges	

\*\* Continued on Next Page \*



REXEL 1597 MFL MIAMI FLORIDA 6767 NE 4TH AVE MIAMI, FL 33138-5514 Fax

QUOTE TO:

KEY LARGO WTP 103355 OVERSEAS HWY KEY LARGO, FL 33037-4762

# Quotation

QUOTE DATE		QUOTE NUMBER	PAGE NO.
05/31/2024		S139562307	2 of 2
CUST PO#:			
JOB/REL#:			

SHIP TO:

KEY LARGO WTP 100301 OVERSEAS HWY ATTN: BEAU SPONSELLER KEY LARGO, FL 33037-4418

CUSTOMER NUMBER	CUS	TOMER PHONE#		ORDERED BY		OUTSIE	E SALESPERSON
915956		86-283-1049	В	eau Sponseller			ard Arndt 1106
WRITER	WRITER					EREMAIL	
Jorge L Galindo 1102		WRITER PHONE# 954 446 6755		jorg	e.galindo	@rexelu	sa.com
INSIDE SALESPE		SHIP VIA		TERMS	SHIP DATE		FREIGHT ALLOWED
Jorge L Galind			2 DIRECT Net 30 Days		05/3	1/2024	Yes
ORDER QTY		DESCRIPTION			UNIT	PRICE	EXT PRICE
	REMOTE C Our Pn: 35 UPC: 6624	365 5374636	úng signed b		139	9.780/EA	3494.50
quotation and are subject to available the right to amend the delivery dat quotation and Selfer equally reser Delivery datas are estimated only manufacturing delays. Be advise outside of Selfer's reasonable cont	blity. Many of Selle te, price, acope and wea the right to pea . Seller shall not b d that Seller conside	I received, accepted and released by Sali r's manufacturing partners have advised quantity of supply and/or other terms an a through any such changes from its m e liable for failure to meet such dates i res any changes imposed by its manufa bject to Force Majeure provisions or sim	that until furth d conditions : anufacturing resulting from cturing partne	ter notice they reserve set out in their offer or partners to the Buyer. product shortages or and other vendors	Subtota S&H C Sales 1	harges	92070.35 0.00 0.00
	íons of Sale is availa	rporated by reference into this quotation He at <u>https://www.rexelusainc.com/terms/</u>		most aument version of	Total		92070.35



March 18, 2021

Key Largo Wastewater Treatment District Attn: Beau Sponseller 103355 Overseas HWY Key Largo, Fl. 33037

#### Re: Rockwell Automation Authorized Allen-Bradley Distributors

Rockwell Automation extends and enhances its own significant automation capabilities by partnering with a network of authorized distributors. Some of the many benefits that customers enjoy working with their local authorized Allen-Bradley distributor include:

- Access to local distributor inventory (including spares and replacement parts)
- Technical assistance from local distributor product specialists
- A knowledgeable staff that has access to factory trainingcape
- Rockwell Automation support of local distributor activities

REXEL USA Inc – Fort Lauderdale, FL is the only distributor authorized by Rockwell Automation to sell **Allen-Bradley** and **Rockwell Software** products, along with related services; including technical support contracts as well as training, in the geographic area in which your facility is located. As a matter of Company policy, Rockwell Automation only provides product and sales support to the local authorized distributor, and it is our practice and policy to always promote and recommend that customers buy from their local authorized Allen-Bradley / Rockwell Automation distributor. Rockwell Automation discourages purchasing from non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another area.

If you purchase Allen-Bradley / Rockwell Automation products from an unauthorized source, you may not receive the latest version. The latest version of Allen-Bradley products, along with related factory product services, only is available through your local authorized Allen-Bradley / Rockwell Automation distributor.

Also, products that are not purchased directly from Rockwell Automation or its local authorized distributor may not be covered by a manufacturer's warranty. Rockwell Automation's standard

expanding human possibility







manufacturer's warranty covers new Allen-Bradley products for a period of one year from the date of Rockwell Automation's or its authorized Allen-Bradley distributor's invoice to the customer.

As a result, there is no assurance that products sourced from unauthorized parties will carry a valid and unexpired manufacturer's warranty. Customers purchasing products from unauthorized sources should not assume that they will receive any rights under any Rockwell Automation factory warranty. Only an authorized Allen-Bradley distributor may offer access to factory warranty coverage on Allen-Bradley products.

We recognize that price can be an important consideration in any purchasing decision; however, it also is important that customers understand what they are getting for that price (or in the case of purchases from an unauthorized source, what they are not getting). Rockwell Automation firmly believes that the best customer value in the long-run is achieved by dealing with the local authorized Allen-Bradley distributor.

Should you have any further questions, please do not hesitate to contact REXEL at 954.389.2253 or your local Rockwell Automation sales office at 813.466.6400.

Respectfully,

Steve Parkhill Territory Sales Manager cc: REXEL USA Inc – Fort Lauderdale, FL

expanding human possibility





7 10 0001		Agenda Item Number: M-1
June 18, 2024		
		Action Required: No
		NO
Department:	Sponsor:	
Capital Projects	Ed Castle	
Subject:		
Capital Projects Report	rt - May 2024	
Summary of Discussion:		
Mr. Castle will present th	e Capital Projects monthly repo	ort.
Reviewed / Approved	Financial Impact	Attachments
	<u>Financial Impact</u> \$	<u>Attachments</u> 1. Monthly Report
Operations:		
Operations:		
Operations: Administration: Finance:	\$	
Reviewed / Approved         Operations:	\$ Funding Source:	
Operations: Administration: Finance: District Counsel:	\$ Funding Source: N/A	
Operations: Administration: Finance: District Counsel: District Clerk:	\$ Funding Source: N/A Budgeted:	
Operations:       Administration:       Finance:       District Counsel:       District Clerk:       Engineering:	\$ Funding Source: N/A Budgeted:	

General Manager

# Key Largo Wastewater Treatment District Capital Projects Report

Including updates through May 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	\$ 3,155,800.00	\$3,155,800.00	\$175,000.00	\$3,330,800.00
Stations Modifications	Engineering Paid to Date	Construction Paid to Date	Balance to Complete {Anticipated)	Percentage Complete
	\$142,826.25	\$1,721,406.63	\$1,466,567.12	56%

• 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.

• Airvac panels were delivered on April 21, 2024 and have since been mounted at all stations. Benson Electric, electrical sub-contractor, has been finalizing conduit connections to panels and preparing core holes through the walls for the receptacles.

- On May 9th, Reynolds hosted a nighttime shutdown to install Tee Tree, Odor Control and Vac Lines at Vacuum Station G.
- Benson Electric has been working on installing conduit at all vacuum stations.
- Control wires were delivered on May 22nd and Benson has started pulling wires starting on May 28<sup>th</sup>.
- Reynolds replaced effluent plug and check valves at Vacuum Station F during a daytime shutdown on May 29th, 2024.
- Progress meetings were held on May 8th and May 23rd.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and amendments	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
	\$7,575,677.00	\$9,581,965.61	\$718,176.00	\$10,300,141.61
Collection System Monitoring	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
	\$615,956.25	\$6,757,767.70	\$2,926,417.66	72%

- Work was completed in Basins A, B, D, G & H.
- Current Status:
  - o Basin A: 293 installed (Basin complete)
  - Basin B: 383 installed (Basin complete)
  - Basin C: **<u>0</u>** installed (Basin not yet started)
  - Basin D: **<u>240</u>** installed (Basin complete)
  - Basin E: <u>76</u> installed (Basin in progress)
  - Basin F: <u>339</u> installed (Basin in progress)
  - Basin G: 231 installed (Basin complete)
  - Basin H: 45 installed (Basin complete)
  - Basin I: **<u>224</u>** installed (Basin in progress)
  - o Basin J/K: **<u>116</u>** installed (Basin in progress)
  - Total project installed: <u>1,947</u> out of <u>2,984</u>
  - <u>Sensor installation is approx. 65 % complete (Note: This is only sensors and does not include other aspects of the project)</u>
- Construction progress meetings were held on May 14<sup>th</sup> and May 28<sup>th</sup>, 2024.
- During May, Flovac and IVC continued work in Basin J/K.
- Valve rebuilds began on May 28<sup>th</sup>, 2024. Starting at Summerland Rd and working South, targeting approx. 10-15 per day.
- Punchlist walkthrough for Basin E1, E2, F, and I will be completed in the following month.
- KLWTD has officially gained ownership of previously abandoned FKEC power pole from the entity. The power pole in C-905 corridor was pinpointed as being in an ideal location for grinder pump monitoring. This pole will be utilized for the C-905 gateway to facilitate grinder pump monitoring.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and amendments	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
	\$ 3,043,820.00	\$3,043,820.00	\$317,328.00	\$3,361,148.00
Effluent Filtration Upgrades	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
	\$293,527.50	\$2,087,592.31	\$980,028.19	71%
The Ef	ffluent Filtration Upgra	des project was award	led to Reynolds Constr	uction in the amount of

 The Effluent Filtration Upgrades project was awarded to Reynolds Construction in the amount of \$3,043,820.00 on May 15, 2023.During May, Reynolds construction continued coating the elevated platform using a 3-part Tnemec coating system.

• District staff requested that the filtration high-level overflow be re-routed to the plant pump station rather than to the CCCs. A Work Directive in the amount of \$47,272.43 was issued and a change order will be brought to the Board at a future meeting date.

• On May 21<sup>st</sup> the filter was delivered to the site. The filter has not been placed as the filter platform is not ready.

- On June 3<sup>rd</sup> the platform grading was rejected, and Reynolds is working on a plan of action to remedy the situation.
- Piping was delivered on June 5 and is being staged for coating in front yard at the WWTP
- Progress meetings were held on May 8th and May 23rd.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and amendments	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
	\$ 375,555.75	\$375,555.75	\$15,000.00	\$390,555.75
Keys Holdings LLC Pump Station Replacement	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
Replacement	\$8,565.00	\$50,708.25	\$331,282.50	15%

• 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.

• In February, Tropical Underground revealed existing underground conditions that differed from the expected conditions and Tropical proposed change order options to WEC.

• WEC reviewed the confirmed existing conditions and provided Tropical with an updated proposed site layout.

• Tropical underground and WEC have since been in discussion regarding how to proceed with construction. WEC has sent a revised plan set to address the unknown underground conditions

• As of May 23<sup>rd</sup>, Tropical Underground has remobilized to the site and installed pipe run from the manholes to the lift station as well as the ballast for the lift station.

## 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 <sup>th</sup> and a decision was made to extend the easement at Vacuum Station A. The Archdiocese has agreed to expanding the easement, subject to their suggested terms and conditions. These are currently under review by the District.
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 <sup>th</sup> and began updating the electrical design and specifications for the project. This project is currently in the design phase with preliminary site plans and above ground conduit routing plans. Shop drawings have been received from Cummins and UST. A new ATS and SureVolt power conditioning device have been selected that will help to increase the resiliency of the WWTP. Lightning protection system from Nvent have been selected and shop drawings have been received. 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)	This project is included in the District's FY24 budget. 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 was approved for bidding by the Board on February 20 <sup>th</sup> , 2024. The original bid of the project was thrown out due to a bidder being non-responsive, and the other bid exceeded the available funding for the project. Therefore, both bids were rejected, and the project was re-bid. The Pre-Bid meeting was held on April 18 <sup>th</sup> , 2024 and bids are due May 16 <sup>th</sup> , 2024. Two bids were received for the project. Page Excavating has been recommended for award on this project.
EQ Tank and Headworks Project	\$4,500,000 (Anticipated)	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.
Blower Room Modifications Project	\$250,000 (Anticipated)	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.



Select Photos from Current May Projects

Figure 1: Reynolds Flooding Top of Concrete Disk Filters Platform at 9:20AM for Flow Test Observation



Figure 2: Filter Platform Side View



Figure 3: Filter Platform Bottom View



Figure 4: Installing new 8" Butterfly valve, 8"x8" PVC TEE, 8"x6" Reducer, and 6" Plug Valve to Odor Control Piping at Vacuum Station JK

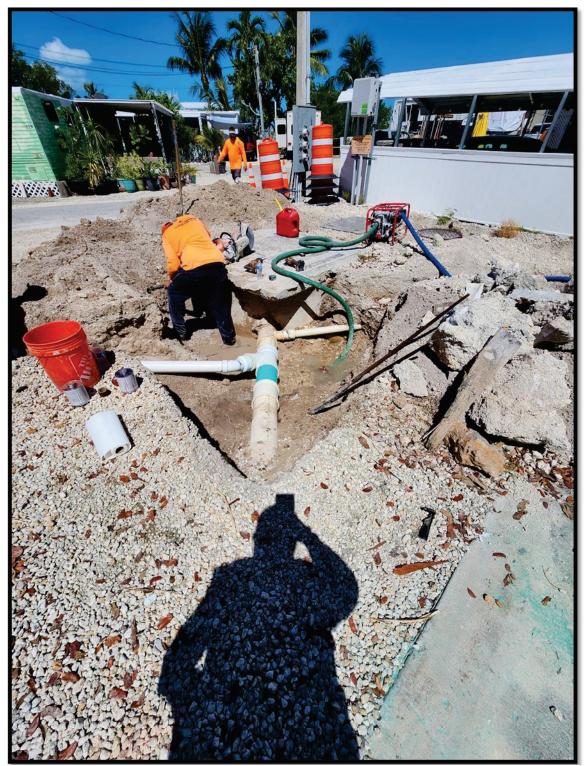


Figure 5: Keys Holding installing new pipe work for the lift station. Section of 8"SDR-26 PVC, 8"x6" PVC WYE, and 6"x4" PVC Reducer Installed at Southeast Side of Existing Lift Station.



Figure 6: Flovac Valve Rebuild Trailer on Site at the WWTP for KLWTD Vacuum Monitoring



Figure 7: Work station inside of the Flovac Valve Rebuild Trailer



Figure 8: KLWTD Vacuum Monitoring Rebuilt Valves

Meeting Date: June 18, 2024		Agenda Item Number: M-2
		Action Required: Yes
)epartment:	Sponsor:	
Capital Projects	Steve Suggs	
Subject:		
FDEP Sea Level Rise	Resilience Program	
The Sea Level Rise Resil	ient Florida Program and KLWT	D's eligibility for funding will be
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The Sea Level Rise Resi	ient Florida Program and KLWT	D's eligibility for funding will be <u>Attachments</u>
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The Sea Level Rise Resil presented.           Reviewed / Approved           Operations:	Financial Impact	<u>Attachments</u> 1. Sea Level Rise Resilient Florida Program: Funding Opportunities fo
presented.	Financial Impact	<u>Attachments</u> 1. Sea Level Rise Resilient Florida Program: Funding Opportunities fo
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Approved	By:	
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General Manager

Date:

6/13/2024

#### WEILER ENGINEERING CORPORATION



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

201 WEST MARION AVENUE - SUITE 1306 | PUNTA GORDA | FL 33950 TEL 941-505-1700 | FAX 941-505-1702 | WWW.WEILERENGINEERING.ORG

## **MEMORANDUM**

To: Peter Rosasco, KLWTD General Manager

From: Steve J. Suggs, P.E.

Date: June 18, 2024

Re: Sea Level Rise Resilient Florida Program: Funding Opportunities for KLWTD

#### Overview of the Sea Level Rise Resilient Florida Program

The Sea Level Rise Resilient Florida Program, established under Senate Bill 1954 and signed into law on May 12, 2021, marks a significant step towards enhancing Florida's coastal and inland resilience. This legislation represents the largest investment in Florida's history dedicated to preparing communities for the impacts of sea level rise, intensified storms, and flooding.

#### **Funding Opportunities**

The Resilient Floria Program offers a variety of grants to support resilience efforts. Eligible entities, including counties, municipalities, special districts, and regional resilience entities, may receive funding for:

- Vulnerability Analysis and Planning: Funds to identify and assess vulnerabilities related to sea level rise and flooding.
- Adaptation and Mitigation Projects: Funds to implement projects designed to adapt to and mitigate the impacts of sea level rise and related phenomena.

#### **KLWTD's Eligibility and Potential Projects**

Following discussion with the Florida Department of Environmental Protections (FDEP) coordinator for the Resilient Florida Program and an extensive review of the eligibility criteria, Weiler Engineering has verified with FDEP that the KLWTD qualifies as a "special district." As such, KLWTD is eligible to apply for funding under the program for the following implementation projects:

- 1. <u>Twin Lakes Sea Level Rise Pilot Project:</u> Addressing the infrastructure adjustments needed to cope with the County's plan to incorporate swales in the Twin Lakes Neighborhood.
- 2. <u>Stillwright Point Neighborhood Road and Stormwater Adaptation Project:</u> Implementing necessary upgrades to wastewater infrastructure, such as vacuum pits, that will be impacted by the County's plan to raise the roadway over 1-ft in the Stillwright Point Neighborhood.
- 3. Future Sea Level Rise Projects incorporated in Monroe County's plans

Eligible projects submitted by eligible entities should meet a minimum of 50 percent cost share.

#### Next Steps

To leverage the opportunities provided by the Sea Level Rise Resilient Florida Program, we recommend the following action:

- 1. <u>Review Past Applications and Reviewers' Comments:</u> FDEP provides access to previous applications and reviewer's comments. WEC has inquired about past application packages for Stillwright Point (applied for FY 22-23 and 24-25) and Twin Lakes (applied for FY 2022-23). WEC is told we can expect to receive them by 6/12. Reviewing these applications may give KLWTD insight on how to best approach the application process.
- 2. <u>Conduct a Vulnerability Assessment:</u> Undertake a thorough vulnerability assessment to evaluate how sea level rise will impact KLWTD infrastructure. Monroe County's existing vulnerability assessments for Twin Lakes and Stillwright Point do not currently list KLWTD as a provider of wastewater services, but rather FKAA. Efforts are underway to ensure that the County's future vulnerability assessments include KLWTD and its infrastructure. The County has completed 0% of their vulnerability assessment as of last quarter, so FDEP encourages KLWTD to work with the County to include KLWTD infrastructure in their vulnerability assessment. A statewide vulnerability assessment is to be completed by the end of June and can be utilized if the KLWTD infrastructure is in areas included in the assessment.
- 3. <u>Prepare a Comprehensive Funding Application:</u> Develop and submit a detailed application outlining the specific needs, objectives, and expected outcomes for the Twin Lakes and Stillwright Point projects. Applications open July 1, 2024, and must be submitted to the Department by 11:59 PM on September 1, 2024, to be considered for funding. FDEP's online application portal contains the Project Proposal Application Form to collect information from eligible project sponsors about implementation projects.

By securing funding through the Resilient Florida Program, KLWTD can significantly enhance its wastewater infrastructure's resilience, ensuring long-term sustainability and protection for the community.

1 10 2024		Agenda Item Number: N-1	
June 18, 2024			
		Action Required:	
		Yes	
Department:	Sponsor:		
Engineering	Steve Suggs		
Subject:	Kit Hanna da a Da anno da		
Grinder Pump Lateral	Kit Upgrades Recommenda	ation of Award	
Summary of Discussion:			
	I Kit Upgrades project to Page	commends that the Board award Excavating in the amount of	
the Grinder Pump Latera			
the Grinder Pump Latera			
the Grinder Pump Latera \$346,065.33. <u>Reviewed / Approved</u>	I Kit Upgrades project to Page	Excavating in the amount of           Attachments           1. Recommendation of Award Memory	
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the Grinder Pump Latera \$346,065.33.           Reviewed / Approved           Operations:	I Kit Upgrades project to Page <u>Financial Impact</u> \$ 346,065.33 Expense Funding Source: District Budgeted:	Excavating in the amount of           Attachments           1. Recommendation of Award Memory           to the Key Largo Wastewater	



"Excellence in Engineering"

6805 Overseas Highway Marathon, Florida 33050 (305) 289-4161 ph (305) 289-4162 fax

#### **MEMORANDUM**

To: Peter Rosasco, General Manager

From: Steve Suggs, PE

**Date:** June 18<sup>th</sup>, 2024

**Re:** Recommendation of Award for Grinder Pump Lateral Kit Upgrades

The Key Largo Wastewater Treatment District intends 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 in Key Largo, Florida. The District published an Invitation to Bid for the Grinder Pump Lateral Kit Upgrades Project on April 10th, 2024. A non-mandatory pre-bid meeting was held on April 18th, 2024. Bids were due on May 16th, 2024.

Page Excavating, Reynolds Construction and Key Honey expressed interest in the project and only Reynolds Construction had a representative attend the pre-bid meeting. The bids received from Page Excavating and Key Honey were found to be responsive and responsible. The bid tabulation is presented below.

Company	Attended Non-	Submitted Bid?	Bid Amount
	Mandatory Pre-bid		
	Meeting?		
Page Excavation	N	Y	\$346,065.33
Key Honey	N	Y	\$748,060.00
Engineers Estimate	N/A	N/A	\$590,625.00

Staff recommends award of the Grinder Pump Lateral Kit Upgrades project to Page Excavating as the lowest cost, responsive, and responsible bidder. Staff recommends that the project be awarded to Page Excavating in the amount of \$346,065.33.

The bid submitted by Page Excavating was reviewed for responsiveness and responsibility. The table below summarizes that analysis.

#### KLWTD Grinder Pump Lateral Kit Proposal Evaluation Form Contractor Responsiveness & Responsibility Checklist

Description	Key Honey	Page Excavation
Bid Amount (Engineer's Estimate: \$590,625.00)	\$ 748,060.00	\$ 346,065.33
	nsiveness Checklist	
All required tabbed sections provided?	Y	Y
Did bidder provide proof of licensure as a General Contractor in the State of Florida? Bid Form, Document Appendix B-	Y	Y
1: 1. Company name and address provided?	Y	Y
2. Acknowledgement of addenda #1 and #2?	Y	Y
3. Bid amounts all filled in and math is correct?	No, Bid is not correctly tallied line 5 is not carried correctly through. If line 5 is carried through the bid would be \$1.1 M	Y
4. Bid signed?	Y	Y
Bid Bond Form, Document Appendix B-2, provided and signed?	Y	Y
Trench Safety Statement Form, Document Appendix B-3, provided and signed?	Y	Y
Insurance Certification Form, Document Appendix B-4, provided and properly executed?	Y	Y
Certificate of Liability Insurance provided with adequate limits?	Y, includes \$2 million umbrella	Y
Subcontractor Form, Document Appendix B-5, provided and properly executed?	Y	Y
E-Verify System Participation Acknowledgement Form, Document Appendix B-6, provided and properly executed?	Y	Y

Respo	onsibility Check	list
Does bidder have a satisfactory record of integrity, judgment, and	Y	Y
performance as a corporation?		
Did bidder provide a Qualifications	Y	Υ
Statement showing a minimum of three similar jobs?		
Were references provided and were	Y	Y
positive references given?		
Did bidder provide documentation	Y	Y
of having been performing similar		
construction services for at least		
three years?		
Did bidder provide a list of key	Y	Y
personnel and resumes		
demonstrating adequate qualified		
personnel to perform the work?		

**Key Largo Wastewater Treatment District** 



103355 Overseas Highway Key Largo, FL 33037 Phone: (305) 451-4019 www.klwtd.com

June 19, 2024

## NOTICE OF INTENT TO AWARD

Solicitation Title	KLWTD Grinder Pump Lateral Kit Upgrades Project	
Procurement Method	Invitation To Bid (ITB)	
Solicitation Number	ITB-2024-02-0-2024/DC	
	Key Largo Wastewater Treatment District	
Contracting Entity	Key Largo Wastewater Treatment District	
Contracting Entity Solicitation Submission Deadline	Key Largo Wastewater Treatment District May 16, 2024 at 2:00PM EST	

The following Proposers submitted responses to the above Solicitation:

Name	Street Address	City, State, Zip
Page Excavating	88005 Overseas Hwy #10-237	Islamorada, FL 33036

After taking into consideration the evaluation factors set forth in the Solicitation described above and the responses submitted by the Proposers listed above, at its regularly scheduled meeting held on June 18, 2024, the Board of Commissioners of the Key Largo Wastewater Treatment District voted to authorize the District Engineer to enter into contract negotiations with Page Excavating.

Proposers are hereby notified that in accordance with the KLWTD's Procurement Policy and the Solicitation documents, they have limited rights to protest the Intent of Award. A **protest may be filed no later than TEN (10) CALENDAR DAYS after receipt of oral or written notification of the Intent to Award.** A protest must comply with the requirements of Section 4-401.02.2 of the KLWTD Procurement Policy, which can be found online at www.klwtd.com.

This Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the KLWTD and the apparent successful Proposer. The apparent successful Proposer shall not acquire any legal or equitable rights relative to the Solicitation and/or Notice of Intent to Award until a contract containing terms and conditions acceptable to the KLWTD is executed. If the apparent successful Proposer fails to negotiate and execute a contract with the KLWTD, the KLWTD may revoke the award and award the contract to the next highest ranked Proposer or reject all