



Key Largo Wastewater Treatment District  
Board of Commissioners Meeting  
Tuesday, July 2, 2024  
4:00 PM

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## AGENDA

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

Meeting link for computer, tablet, or  
smartphone.

**[www.gotomeet.me/KLWTDCLerkboard-meeting](http://www.gotomeet.me/KLWTDCLerkboard-meeting)**

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

**Access Code: 587-583-005**

### BOARD MEMBERS:

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Nicolas Rodriguez	Chairman
Timothy Maloney	Vice Chairman
Susan Heim	Secretary-Treasurer
Robert Majeska	Commissioner
Philip Schwartz	Commissioner

### DISTRICT STAFF:

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Peter Rosasco	General Manager
Nicholas Mulick	General Counsel
Shannon McCully	Clerk

### *MISSION STATEMENT:*

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

***Please mute cell phones.***

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS

E. PUBLIC COMMENT

F. APPROVAL OF MINUTES OF PREVIOUS MEETING

1. Minutes of June 18, 2024

G. GENERAL MANAGER

H. CUSTOMER SERVICE

I. IT

1. GIS Utility Updates and Maintenance

J. BUDGET AND FINANCE

K. FIELD

L. PLANT/FACILITIES

1. Plant/Facilities Report – May 2024

M. CAPITAL PROJECTS

1. VPS Mods CO#4 Stainless-steel Odor piping, Vac Trailer Electric, Alt. Valves

2. Filter Upgrades Change Order #4 - Mod. of 20" Pipe Routing & Walkway

3. KLWTD Power Conditioning & Electrical Upgrades Project

## N. ENGINEERING

## O. LEGAL

1. Conservation Parcel Waiver Request – (Reso. 07-2024)
2. Consideration of entering into the attached Mutual Assistance Agreement

## P. COMMISSIONER'S ITEMS

## Q. ROUNDTABLE

## R. ADJOURNMENT

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

Meeting Date:  
July 2, 2024

Agenda Item Number: F-1

Action Required:  
Yes

Department:  
Legal

Sponsor:  
Nick Mulick

Subject:  
**Minutes of June 18, 2024**

Summary:  
Staff to present the minutes of June 18, 2024 board meeting for approval.

## Reviewed / Approved

Operations: \_\_\_\_\_  
Administration: \_\_\_\_\_  
Finance: \_\_\_\_\_  
District Counsel: \_\_\_\_\_  
District Clerk: \_\_\_\_\_  
Engineering: \_\_\_\_\_

## Financial Impact

\$  
  
Funding Source:  
N/A  
  
Budgeted:  
N/A

## Attachments

1. Minutes

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager



Key Largo Wastewater Treatment District  
103355 Overseas Hwy, Key Largo, FL  
Tuesday, June 18, 2024

## MINUTES

### CALL TO ORDER (A)

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

### PLEDGE OF ALLEGIANCE (B)

Mr. Rudy Perez 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 Lexi Connor; IT Support Manny Santana and Randy Redmond.

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

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

*Approval of Agenda (D-1)*

Mr. Rosasco requested the addition of item *G-2 Key Largo Fisheries*  
Commissioner Majeska requested the addition of item *O-1 Financial Form Requirement*

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

### PUBLIC COMMENT (E)

*Name and Address*

Roger Cabrera, Key Largo

*Subject*

Requested payment of plumbing bill

### APPROVAL OF MINUTES (F)

*Minutes of May 21, 2024 (F-1)*

**Motion:** Commissioner Maloney made a motion to approve the minutes of May 21, 2024. Commissioner Heim seconded the motion. Motion passed without objection.

**GENERAL MANAGER (G)***Islamorada NPK Update (G-1)*

Mr. Rosasco discussed his meeting with The Village of Islamorada staff and KLWTD staff regarding the North Plantation Key Booster Pump Station Project.

*Key Largo Fisheries (G-2)*

Mr. Rosasco informed the Board that Key Largo Fisheries planned to appear before the Board on July 2, 2024.

**CUSTOMER SERVICE (H)***Customer Service Report – May 2024 (H-1)*

Ms. Fazio presented the Customer Service monthly report.

**IT (I)***IT Report – May 2024 (I-1)*

Mr. Redmon presented the IT monthly report.

**BUDGET AND FINANCE (J)***Budget and Finance Report – May 2024 (J-1)*

Ms. Fazio presented the Budget and Finance monthly report.

**FIELD (K)***Field Report – May 2024 (K-1)*

Mr. Perez presented the Field monthly report.

**PLANT/FACILITIES (L)***Vacuum Pump Soft Starter Purchase (L-1)*

Mr. Dempsey requested approval for the vacuum pump soft starter proposal from Rexel.

**Motion:**            **Commissioner Heim made a motion to approve the request.**  
                         **Commissioner Maloney seconded the motion.**

**Vote on Motion:**

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

**CAPITAL PROJECTS (M)***Capital Projects Report – May 2024 (M-1)*

Mr. Suggs presented the Capital Projects monthly report.

*FDEP Sea Level Rise Resilience Program (M-2)*

Mr. Suggs requested approval to research the program including KLWTD's eligibility and apply for the FDEP Sea Level Rise Resilience Program.

**Motion:**            **Commissioner Maloney made a motion to move forward to apply for the**  
                         **grant. Commissioner Majeska seconded the motion.**

**Vote on Motion:**

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

**ENGINEERING (N)**

*Grinder Pump Lateral Kit Upgrades Recommendation of Award (N-1)*

Mr. Suggs requested approval for the recommendation of award for the Grinder Pump Lateral Kit Upgrade project to Page Excavating.

**Motion:**        **Commissioner Maloney made a motion to approve the request subject to Page Excavating providing proper insurance. Commissioner Majeska seconded the motion.**

**Vote on Motion:**

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

**LEGAL REPORT (O)**

*Financial Form (O-1)*

Mr. Majeska requested clarification on the required Financial Disclosure Form F1 vs F6.

**COMMISSIONER ITEMS (P)**

No report in agenda.

**ROUNDTABLE DISCUSSION (Q)**

Commissioner Heim withdrew her IT request submitted at the May 21, 2024, Board meeting.

**ADJOURNMENT (R)**

The meeting was adjourned at 6:14 p.m.

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Nicolas Rodriguez, Chairman

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Shannon McCully, Clerk

Seal \_\_\_\_\_

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

Meeting Date:

July 2, 2024

Agenda Item Number: I-1

Action Required:

Yes

Department:

IT

Sponsor:

ENS

Subject:

## **GIS Utility Updates and Maintenance**

Summary:

ENS will present a proposal from FTC for GIS Updates and Maintenance.

### Reviewed / Approved

Operations: \_\_\_\_\_

Administration: \_\_\_\_\_

Finance: \_\_\_\_\_

District Counsel: \_\_\_\_\_

District Clerk: \_\_\_\_\_

Engineering: \_\_\_\_\_

### Financial Impact

\$ 24,440.00

Expense

Funding Source:

N/A

Budgeted:

No

### Attachments

1. FTC Proposal

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager





April 5, 2024

Manuel Santana  
It Director  
Key Largo Wastewater Treatment District  
[manuel.santana@klwtd.com](mailto:manuel.santana@klwtd.com)

**Subject: Key Largo GIS Utility Updates and Maintenance**

Dear Mr. Santana:

Florida Technical Consultants (FTC) is pleased for the opportunity to submit this Proposal for Professional Services to assist you in updating your GIS Utility Atlas and implementing the data in your operations.

### **Project Description**

#### **Emergency management Implementation and Field Training**

Key Largo Wastewater Treatment District (KLWTD) developed an Emergency Hurricane Response Application. Field staff need training to run the system. The purpose of the following scope is to provide hourly services to:

- Modify the application according to feedback from staff
- Perform Field Trest with Staff
- Train staff to use the system

#### **Maintenance for Remainder of FY 24**

FTC will assist maintaining the GIS System operational:

- Map Update Points and Lines – Review Information from Staff and Update Base Utility Layers, Push Updates to ArcGIS Online
- ENS Coordination - all IT requirements and GIS coordination
- Training
- ArcGIS Online Maintenance – Ensure Account is up to date as the industry progresses and updates are made to software
- General Maintenance - Monthly Maintenance, Security, and Data Integrity Audits

#### **Deliverables**

FTC will provide KLWTD and monthly project status report outlining the activities completed and objectives for future activities. FTC will provide copies of all data and collected and created.

#### **Assumptions**

- KLWTD will provide IT to support ArcGIS Licenses and Installation.
- KLWTD will provide access to all relevant utility drawings, plans and background information.
- KLWTD will provide access to staff necessary to review the atlas and provide feedback.

## Fees and Schedule

The following is a schedule of positions, rates, and estimated level of involvement.

Position	Rate	Hours	Fee
Project Manager	\$145	32	\$4,640
Senior GIS Consultant	\$135	80	\$10,800
GIS Analyst	\$125	72	\$9,000
<b>TOTAL</b>			<b>\$24,440</b>

All services will be on an hourly basis. The schedule of delivery will be in an as-needed basis as defined by the KLWTD. KLWTD will be billed monthly according to the services and deliverables provided. Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at [jbarton@fltechinc.com](mailto:jbarton@fltechinc.com).

Respectfully submitted,



Florida Technical Consultants  
James Barton, P.E.  
President

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

Meeting Date:

July 2, 2024

Agenda Item Number: L-1

Action Required:

No

Department:

Plant/Facilities

Sponsor:

Ryan Dempsey

Subject:

**Plant/Facilities Report - May 2024**

Summary:

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

## Reviewed / Approved

Operations: \_\_\_\_\_

Administration: \_\_\_\_\_

Finance: \_\_\_\_\_

District Counsel: \_\_\_\_\_

District Clerk: \_\_\_\_\_

Engineering: \_\_\_\_\_

## Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

## Attachments

1. Monthly Report
2. Emergency Vacuum Trailer Project Update

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager

# Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 1.94 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

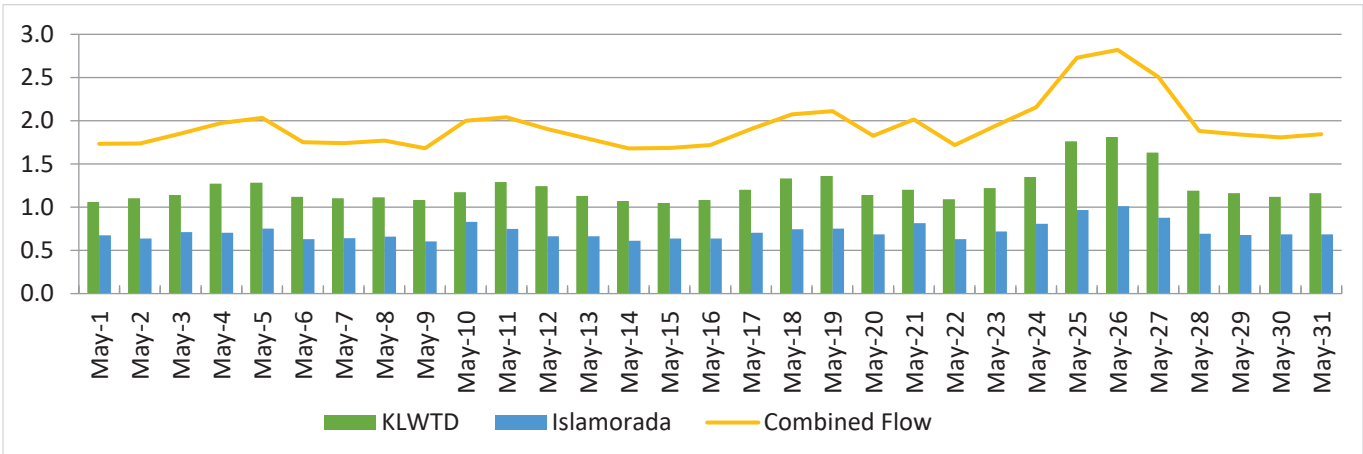
## Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

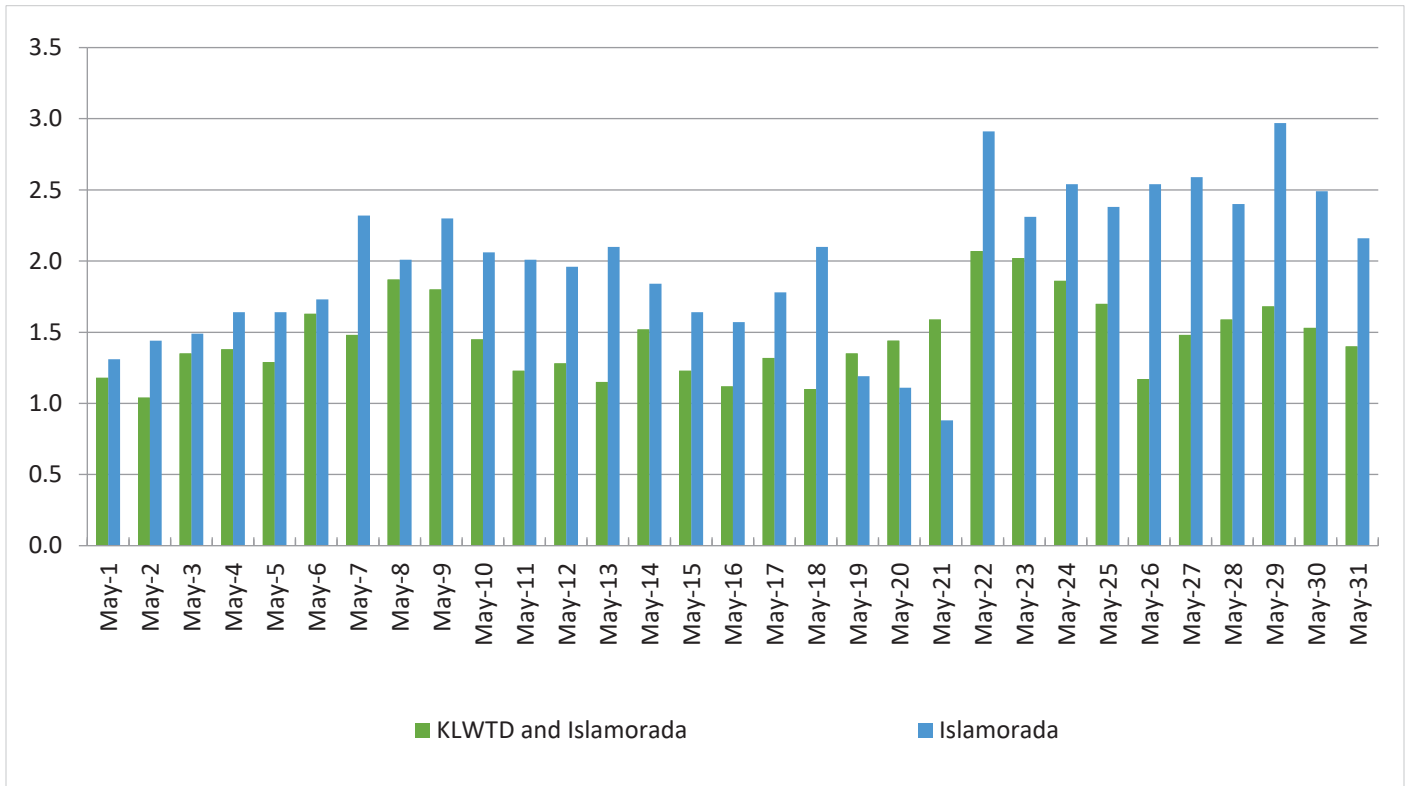
Effluent Quality Report	May 2024 Plant Performance	12 Month Average Plant Performance	Effluent Limits
CBOD5 (Carbonaceous Biochemical Oxygen Demand)	2.3	1.6	5
TSS (Total Suspended Solids)	1	1.3	5
TN (Total Nitrogen)	2.2	2.4	Report only
TP (Total Phosphorous)	.8	.7	Report only

## Daily Flow (MGD)

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



**Daily Peak Salinity (PPT)**  
The daily peak salinity for the current month.



### Islamorada

Average Daily Flow: .716 MGD

Highest Daily Flow: 1.01 MGD

Monthly Peak Salinity: 3.0 PPT

Days over 4.0 PPT Salinity: 0

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

## Emergency vacuum trailer project update

All of the Vacuum pump power and control conduit and wiring has been rerouted between the control panel and pumps.



Figure 1: Emergency vacuum trailer side view.





Figure 2: Emergency vacuum trailer front view. Power and control receptacles have been mounted and conduit has been installed.





Figure 3: Emergency vacuum trailer conduit





Figure 4: Overhead conduit

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

Meeting Date:

July 2, 2024

Agenda Item Number: M-1

Action Required:

Yes

Department:

Capital Projects

Sponsor:

Steve Suggs

Subject:

**VPS Mods CO#4 Stainless-steel Odor piping, Vac Trailer Electric, Alt. Valves**

Summary of Discussion:

Attached is Change Order #4 for the KLWTD VPS Mods Project. During construction the Owner noticed excessive corrosion on the ductile iron odor control header piping at Vacuum Stations A, D, and I. Therefore, this change order is to replace the ductile iron piping with stainless steel piping. This change order is also for the electrical work to install conductors in the Owner supplied conduits between the trailer mounted control panel and receptacles. Finally, this change order takes credit for a deductive change in the amount of \$5,361.00 for a valve purchase.

## Reviewed / Approved

Operations: \_\_\_\_\_  
Administration: \_\_\_\_\_  
Finance: \_\_\_\_\_  
District Counsel: \_\_\_\_\_  
District Clerk: \_\_\_\_\_  
Engineering: \_\_\_\_\_

## Financial Impact

\$ 104,252.79

Funding Source:

District

Budgeted:

Partially

## Attachments

1. Change Order 4
2. WEC Memo
3. Reynolds PCO #1 (Odor control piping)
4. Reynolds PCO #2 (Emergency Vac Trailer Electrical)
5. Alternative valve memo
6. Reynold's Time Extension Request Memo

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager

**SECTION 00950  
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Reynolds Construction, LLC	CHANGE ORDER No. 4  PROJECT TITLE: KLWTD Vacuum Station Modifications  PROJECT No. 03105.078:183
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER: Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: July 2 <sup>nd</sup> , 2024	EFFECTIVE DATE: <u>July 2<sup>nd</sup>, 2024</u> , contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.
<p><b>Description of Work to be Performed:</b> The Contractor is hereby authorized and directed to perform the following Work, generally described as: The work associated with this change order would replace all ductile iron odor control header piping with stainless steel piping at Vacuum Station A, D, and I. Owner is to provide all associated materials. Additionally, this change order is for the net cost lump sum for the modifications to the Owner furnished Emergency Vac Trailer to install electrical conductors in Owner provided conduits between the existing trailer mounted control panel and receptacles furnished and installed by the Owner. Lastly, this change order accounts for a cost difference for the purchase of incorrect valves for the Vac Station E influent valves per the attached memo.</p> <p><b>The Contractor shall be responsible for delivery and acceptance of the materials on behalf of the District and shall retain full responsibility and liability for all aspects of the work as defined in the Contract Documents.</b></p> <p><b>Reason for Change:</b> During the construction phase of the project, KLWTD staff and Reynold's noticed excessive corrosion on the ductile iron odor control header pipes at Vac Stations A, D, and I. The work associated with this change order would replace all ductile iron odor control header piping with stainless steel piping at Vacuum Station A, D, and I. For the Emergency Vacuum Trailer Electrical portion of the change order, the District needed an electrician to install the electrical conductors in the Owner supplied conduits to provide power between the existing trailer mounted control panel and receptacles furnished and installed by the Owner. Lastly, this change order accounts for a cost difference for the purchase of incorrect valves for the Vac Station E influent valves per the attached memo.</p> <p><b>Work to be Performed</b> is more specifically described as: See attached details</p> <p><b>Attachments:</b> Reynolds PCO #1 Stainless Steel Piping Modifications, Reynolds PCO#2 for the Modifications to the Emergency Vac Trailer, and Alternate Influent Valves Memo, Reynolds Time Extension Request Memo, Memo to KLWTD Commissioners from Weiler Engineering</p>	
<b>Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</b>	
Increase ( <del>decrease</del> ) in Contract Price: <div style="text-align: right;"><b>\$104,252.79</b></div>	Increase ( <del>decrease</del> ) in Contract Time (Calendar days): <div style="text-align: right;"><b>175 Days</b></div>
<p><b>Acknowledgments:</b></p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p>	

<p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>			
<b>Original Contract Price: \$3,155,800.00</b>		<b>Original Contract Time: 365 Days (Calendar days or dates)</b>	
<b>SUMMARY OF PRIOR CHANGE ORDERS</b>			
<b>CO No.</b>	<b>Description of Change</b>	<b>Change in Contract Price</b>	<b>Change in Contract Time</b>
1	Owner Direct Purchase of AIRVAC parts and valve packages from Ferguson and Fluid Control Specialists	\$ (500,192.00)	0 Days
2	Owner Direct Purchase of Piping Materials #1	\$ (84,880.31)	0 Days
3	Owner Direct Purchase of Piping Materials #2	\$ (44,360.01)	0 Days
4		\$	Days
5		\$	Days
6		\$	Days
<b>TOTAL OF ALL PRIOR CHANGES</b>		<b>\$(629,432.32)</b>	<b>0 Days</b>
<b>CURRENT CONTRACT PRICE AND TIME</b> (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		<b>\$ 2,526,367.68</b>	<b>365 Days</b>
<b>NEW CONTRACT PRICE AND TIME</b> (Adjusted by Prior Change Orders AND this Change Order)		<b>\$2,630,620.47</b>	<b>540 Days</b>
<b>Original Contract Substantial Completion Date:</b> <b>05/18/2024</b>		<b>New Contract Substantial Completion Date:</b> <b>11/09/2024</b>	
<b>APPROVAL AND CHANGE ORDER AUTHORIZATION</b>			
Contractor: <u>Reynolds Construction LLC</u>  By (Signature)  <u>Joshua Vondersaar, Operations Manager</u>		Owner: <u>Key Largo Wastewater Treatment District</u>  By (Signature)  <u>Peter Rosasco, General Manager</u>	



*“Excellence in Engineering”*

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

## MEMO

**To:** KLWTD Commissioners  
**From:** Steve Suggs, PE – Weiler Engineering  
**Date:** July 2nd, 2024  
**Re:** KLWTD VPS Mods Project Change Order #4

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The attached Change Order #4 for the Vacuum Station Modifications Project contains three separate items: (1.) direct purchase for alternative valves for Vacuum Station E (2.) labor for replacing the ductile iron odor control header piping. (3.) Electrical modifications to the Emergency Vac Trailer.

The first item in the change order is owner direct purchasing of alternative valves at Vacuum Station E (“E”). While ordering the valves, Reynolds was unaware of the uniqueness of the size and orientation of the influent valves at E. Per “Alternative Influent Valves” memo from Reynolds, the cost of the alternative valves is \$2,904.00 greater than what was originally purchased. Also, in order to return the original valves, a restocking fee in the amount of \$2,457.00 will be incurred by Reynolds via a deduction of contract amount. The total **contract deduction** for the direct purchase of the alternative valves is **\$5,361.00**; however, there is no impact on the overall project cost.

Secondly, during construction of the Vacuum Station Modifications Project, degradation of the ductile iron odor control header piping was noticed by District staff at Vac Stations A, D, and I (other stations have stainless steel piping for the odor control header piping). The corrosion of the piping is caused by the high concentrations of hydrogen sulfide gases in the vacuum pump discharge reacting with the ductile iron piping. At Vacuum Station D, the corrosion has caused a hole in the piping which is currently “band aided” by the District. A proposal from Reynolds was requested by District staff to supply labor to replace the ductile iron odor control with stainless steel piping, materials are to be supplied by the District. The cost of labor is \$98,393.15 per Change Proposal Summary 1 from Reynolds, which would directly impact the overall project cost.

Finally, KLWTD requested that Reynold’s get a quote from their electrical subcontractor, Benson Electric to perform the necessary electrical modifications to the conductors in the Owner supplied conduits between the trailer mounted control panel and the receptacles furnished and installed by the Owner for the KLWTD Emergency Vac Trailer. A proposal from Reynolds was requested by District staff to supply labor to install the electrical for the conductors. The District provided in place complete conduit system, outlet boxes mounted including any structural modifications, supports, fitting and appurtenances. The

cost of labor is \$11,220.64 per Change Proposal Summary 1 from Reynolds, which would directly impact the overall project cost.

By approving Change Order #4 for the Vacuum Station Modification Project, the contract amount with Reynolds Construction would increase by a total of \$104,252.79; however, **the overall project cost would increase by a total of \$109,613.79 (plus cost of materials which are to be purchased by the District).**

(Printed Name and Title of Officer)	(Printed Name and Title of Officer)
(Date)_____	(Date)_____
ATTEST:	ATTEST:
_____	_____
(Secretary)	District Clerk
(Corporate Seal)	(Seal)

<div><div>Reynolds Construction</div><div>300 East Broad St Fairburn, GA 30213</div></div>		CHANGE PROPOSAL SUMMARY NO: 2	
PROJECT NAME: KLWTD Vacuum Station Modifications		PROJ. NO.: 22309	
LOCATION: Key Largo, Florida		DATE: 5/13/2024 5/28/2024 6/12/2024	
OWNER: Key Largo Wastewater Treatment District (KLWTD)		DRAWING NO.:	
ENGINEER: Weiler Engineering Corporation (WEC)		SPEC. SECTION:	
REFERENCE: PCO NO.: 001 FIELD DIRECTIVE NO.: N/A RFI NO.:		OTHER:	
DESCRIPTION: Vacuum Station Stainless Steel Modifications			
<p>Pricing provided is for all labor, materials, equipment, and subcontractor work required with modifying the odor control header pipe at select stations.</p> <p>All shutdowns for the odor control header pipe will occur at night and will require KLWTD staff on-site.</p> <p>Reynolds intends to inspect and reuse all acceptable stainless steel fittings to reduce the cost incurred by KLWTD.</p> <p>Pricing does not include disposal of pipe and fittings or any additional transportation or handling of material off-site.</p> <p>Pricing does not include relocation of existing pipe supports only modifications to the existing holes drilled for U-bolts.</p> <p>Pricing does not include any additional pipe supports.</p>			
PRICING INFORMATION			
1. DIRECT LABOR		SKILL/TRADE	
1.A PRODUCT LABOR:		MAN-HOURS	
		RATE	
		COST	
		See backup sheet for breakdown	
		546	
		-	
		\$ 42,252.76	
1.B <input type="checkbox"/> FOREMAN <input type="checkbox"/> SUPERINTENDENT		Safety	
		0	
		\$ 88.24	
		\$ -	
		QA/QC	
		0	
		\$ 86.28	
		\$ -	
1.C OFFICE ENGINEERING:		Superintendent	
		0	
		\$ 133.00	
		\$ -	
		Field Engineer	
		24	
		\$ 86.28	
		\$ 2,070.72	
		Project Manager	
		0	
		\$ 133.00	
		\$ -	
1.D BURDEN		Labor Burden (included in Rates)	
		\$ 44,323.48	
2. MATERIALS AND EQUIPMENT		DESCRIPTION	
2.A INCORPORATED IN WORK:		QUANTITY	
		UNIT	
		UNIT PRICE	
		COST	
		See Detail Break Down	
		1	
		LS	
		\$ 22,028.36	
		\$ 22,028.36	
2.B CONSUMED IN PERFORMANCE:		Small Tools and Expendables (5% of field labor)	
		\$ 2,112.64	
		- (STC pending task)	
2.C EQUIPMENT:		See Backup Sheet	
		1	
		LS	
		\$ 3,598.77	
		\$ 3,598.77	
		Fuel and Service 20% of Equip Cost	
		1	
		LS	
		\$ 719.75	
		\$ 719.75	
2.D DIRECT COSTS:			
		\$ 28,459.52	
2.E SALES TAX: 7.5%			
		\$ 2,134.46	
		\$ 30,593.98	
3. SUBCONTRACTORS		NAME	
		DESCRIPTION OF WORK	
		COST	
3.A DIRECT:		Tenacious Fabricating	
		8" Header Pipe Stainless Steel Fabrication	
		\$ 9,600.00	
3.B LOWER TIER:			
		\$ 9,600.00	





Contract Time Extension Costs		Days Requested	Daily Rate	COST
No	Contractor Extension Costs	TBD	0	\$ -
No	Subcontractor Extension Costs	0	0	\$ -
*(daily rate is subject to change per actual OH items)				Total Time Extension Costs \$ -
EXTENSION OF CONTRACT TIME:				
N/A	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.			
N/A	Extension cost is included in this proposal			
N/A	Acceleration cost to maintain project schedule are included in this proposal. *			
5. FEE STRUCTURE				
	Rate	COST	Overhead & Profit 15%	SUBTOTAL
A. Contractor				
1. Direct Labor:		\$ 44,323.48	15%	\$ 50,972.00
2. Material & Equipment:		\$ 30,593.98	15%	\$ 35,183.08
3. Subcontractors:		\$ 9,600.00	5%	\$ 10,080.00
4. Bond & Insurance:	1.95%	\$ 1,876.58	15%	\$ 2,158.07
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			TOTAL	\$ 98,393.15
RECORD DOCUMENTS: As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change. ✓				
Signed: Josh Vondersaar		5/13/2024		
Title: Senior Project Manager		Date: 5/28/2024 6/12/2024		
Contractor: Reynolds Construction, LLC				
ACCEPTANCE BY OWNER				
Signature of Owner's Authorized Representative: _____ Date: _____				
_____ Engineer to prepare necessary change order _____ Engineer to Re-negotiate change proposal as noted above _____ Other as above				
OWNER: Key Largo Wastewater Treatment District		CONTRACTOR: Reynolds Construction		PROJECT: 22309
ENGINEER: Weiler Engineering Corporation		FIELD:		NO.: 01
		OTHER:		DATE:



CUSTOMER NO		QUOTING BRANCH		QUOTE NO	QUOTE DATE	PAGE
201101		FORTILINE MIAMI		6496584	5/21/24	1
CUSTOMER				PROJECT INFORMATION		
REYNOLDS CONSTRUCTION, LLC 4544 N STATE ROAD 7 ORLEANS, IN 47452				KLWTD <del>ODOR CONTROL HEADER PIPE UPGR</del>  VPS Modifications Project		
LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE	
10	3	EA	8" 304 SS WELD CAP	257.6900	773.07	
20	100	EA	8" SCH10 304 SS PIPE	50.1500	5,015.00	
30	15	EA	3"X5" 304 SS NIPPLE	33.1700	497.55	
40	15	EA	3" SS FLG IPS THRD	62.9700	944.55	
50	1	EA	8" 304 SS WELD 90	150.1900	150.19	
60	1	EA	8" 304 SS WELD 45	107.1400	107.14	
70	1	EA	8" 304SS WELD ON FLANGE	254.5300	254.53	
100	2	EA	8" SCH80 PVC VANSTONE FLG SOC	104.2400	208.48	
110	60	FT	8" SCH80 PVC PIPE PE	42.3100	2,538.60	
120	2	EA	8" SCH80 PVC 45 HXH	179.9600	359.92	
130	1	EA	8" SCH80 PVC 90 HXH	190.3800	190.38	
140	1	EA	10"X8" SCH80 PVC CPLG HXH	1,004.2900	1,004.29	
170	2	EA	10X8 304SS RELD REDUCER	96.0200	192.04	
180	9	EA	10" 304SS WELD ON FLANGE	383.6300	3,452.67	
190	2	EA	10" 304SS WELD TEE	353.3500	706.70	
200	3	EA	10" SCH80 PVC VANSTONE FLG SOC	334.6900	1,004.07	
210	9	EA	10" FLANGE KIT 316SS VITON	253.3300	2,279.97	
220	2	EA	10" MEGA FLG REST ADPT 316SS B&N	869.6500	1,739.30	
Other Charges						
FREIGHT					250.00	
Other Charges Total:					250.00	
				Subtotal:	✓ 21,668.45	
				Tax:	1,516.78	
				Bid Total:	23,185.23	

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

**TNEMEC COMPANY, INC**

123 West 23rd Avenue  
North Kansas City, MO  
64116 USA

Tel +1 816-483-3400  
Fax +1 816-483-3401  
tnemec.com

**Invoice**

Date : 05/21/24      Number : 2669997  
Customer #: 118317      Territory : 026  
Order #: 1101197      Terms : NET30  
Price Agreement :      Tax Code :  
Shipped Date : 05/21/24      FOB : SHIP POINT  
Freight Terms : LTL      Routing : FEDEX FREIGHT LTL-PR  
PO # : KLWTD VAC STATIONS  
Project : KEY LARGO2024- ~~FILTRATION UPGRADES~~

**Bill To:**

REYNOLDS CONSTRUCTION  
10680 OVERSEAS HIGHWAY  
MARATHON FL 33051

**Sold To:**

VPS Modifications Project

REYNOLDS CONSTRUCTION  
10680 OVERSEAS HIGHWAY  
MARATHON FL 33051

**Remit To:**

TNEMEC COMPANY INC  
PO BOX 843797  
DALLAS TX 75284-3797

Please reference the invoice number above on your remittance.

**Ship To:**

REYNOLDS CONSTRUCTION  
REYNOLDS CONSTRUCTION, KLWTD VAC  
STATIONS  
100301 OVERSEAS HIGHWAY  
KEY LARGO FL 33037 UNITED STATES

**ACH PAYMENTS ACCEPTED**

Qty	Item	Description	Units	Billing UOM	Price	Extended Price
5	0N69-00WH-SK	HB EPOXOLINEII TNEMEC WHITE	1 GAL	10.0000 GL	92.92	929.20
5	1094P-46GR-SK	ENDURA SHIELD HI GLOSS SINKER	1 GAL	5.0000 GL	131.99	659.95
1	1094 21RD-SK	ENDURA SHIELD HI GLOSS CRAWFOR	1.0000	GL	131.91	131.91
1	FRT - LTL - L1	FREIGHT - LTL - LEVEL1	1.0000	EA	135.00	135.00

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

**RECEIVED**

By Freddy.Churbock at 11:50 am, May 23, 2024

All claims for damages in transit or shortage must be filed with the carrier. Terms and conditions of sale are presented on the reverse side hereof. Any and all additional or different terms shall not become part of the contract between Tnemec and you. Your acceptance of the goods will be considered an acceptance and assent to the terms on the reverse side hereof.

RC including invoice of similar date for the same owner and materials highlighted.

Since written quote could not be provided from the supplier in a timely manner, this invoice is for backup purposes only.

Based on prior notes and conversations with WEC, the \$135.00 freight charge is the standard shipping fee and will apply to the PCO as materials will have to be ordered once PCO is approved.

Equipment and Tools ▾Industry Solutions ▾Training ▾Locations

📍 Renting to 100301 Overseas Highway, Key Largo, FL, USA

📅 6/24/24 — 6/28/24

🚚 Delivery

Edit ↗

EQUIPMENT AND TOOLS / FORKLIFTS / MATERIAL HANDLING EQUIPMENT / MATERIAL LIFT 18'-23'

CAT CLASS: 0440085

# Material Lift 18'-23'

ONLINE RATE ⓘ


\$77  
4 HOURS

\$110  
1 DAY

\$305  
1 WEEK

1 ▾


Add to Cart



Overview

Your cart

Rentals

Material Lift 18'-23'

1 ▾

Remove

\$305

Order summary


Taxes and fees will be calculated before rental confirmation.

Rental subtotal	\$305
Purchases subtotal	-
Round-trip delivery ⓘ	\$300
Rental protection plan ⓘ	-
Prepay Fuel Option ⓘ	-
Environmental Service Fee ⓘ	-
Other fees	\$57
Taxes	\$27.16

Estimated subtotal: \$689.16

Checkout

Resources ▾About Us ▾Careers ▾Need help? Call 800-667-9328

What are you looking for? 🔍

👤 Log in / Sign up

🛒 1

Equipment and Tools ▾Industry Solutions ▾Training ▾Locations

📍 Renting to 100301 Overseas Highway, Key Largo, FL, USA

📅 6/24/24 — 7/19/24

🚚 Delivery

Edit ↗

EQUIPMENT AND TOOLS / GENERAL CONSTRUCTION TOOLS / WELDING & PLASMA CUTTING EQUIPMENT / 500 AMP CC/CV DIESEL WELDER

CAT CLASS: 0270150

# 500 Amp Cc/Cv Diesel Welder

ONLINE RATE ⓘ


\$210  
1 DAY

\$490  
1 WEEK

\$1,100  
4 WEEK


1 ▾

Add to Cart



Your cart

Rentals

500 Amp Cc/Cv Diesel Welder

1 ▾

Remove

\$1,100

Order summary

Taxes and fees will be calculated before rental confirmation.

Rental subtotal	\$1,100
Purchases subtotal	-
Round-trip delivery ⓘ	\$575.90
Rental protection plan ⓘ	-
Prepay Fuel Option ⓘ	-
Environmental Service Fee ⓘ	-
Other fees	\$130.87
Taxes	\$92.32

Estimated subtotal: \$1,899.09

Checkout

EQUIPMENT AND TOOLS / GENERAL CONSTRUCTION TOOLS / ELECTRIC TOOLS / 3/4" MAGNETIC DRILL ELECTRIC

CAT CLASS: 0040024

## 3/4" Magnetic Drill Electric

ONLINE RATE ⓘ

\$51  
4 HOURS

\$77  
1 DAY

\$215  
1 WEEK

1 ▾

 Add to Cart



Proposal: 1  
Description: Vacuum Station Stainless Steel Modifications  
Date: 5/13/2024 5:28/2024 6/12/2024

Description	QTY	UOM	Unit Cost Labor	Total Labor	Unit Cost Material	Total Material	Unit Cost Subcontractor	Total Sub	Equipment Rate	Total Equipment	Totals
Station A - Odor Control Header Pipe											
Mobilization & Staging											
Foreman	5	MH	\$ 79.50	\$ 397.50							\$ 397.50
Laborer (x2)	10	MH	\$ 65.78	\$ 657.80							\$ 657.80
Shutdown Prep											
Foreman	8	MH	\$ 79.50	\$ 636.00							\$ 636.00
Laborer (x2)	16	MH	\$ 65.78	\$ 1,052.48							\$ 1,052.48
Chip & Repair Wall											
Foreman	10	MH	\$ 79.50	\$ 795.00							\$ 795.00
Laborer	10	MH	\$ 65.78	\$ 657.80							\$ 657.80
Demo & Install											
Superintendent	12	MH	\$ 133.00	\$ 1,596.00							\$ 1,596.00
Foreman (x2)	24	MH	\$ 79.50	\$ 1,908.00							\$ 1,908.00
Laborer (x2)	24	MH	\$ 65.78	\$ 1,578.72							\$ 1,578.72
Field Engineer	12	MH	\$ 92.75	\$ 1,113.00							\$ 1,113.00
Pipe Stand Modifications & Touch Up Paint											
Foreman	5	MH	\$ 79.50	\$ 397.50							\$ 397.50
Laborer	5	MH	\$ 65.78	\$ 328.90							\$ 328.90
Jobsite Cleanup Post Shutdown & Demob											
Foreman	8	MH	\$ 79.50	\$ 636.00							\$ 636.00
Laborer	8	MH	\$ 65.78	\$ 526.24							\$ 526.24
Station D - Odor Control Header Pipe											
Mobilization & Staging											
Foreman	5	MH	\$ 79.50	\$ 397.50							\$ 397.50
Laborer (x2)	10	MH	\$ 65.78	\$ 657.80							\$ 657.80
Shutdown Prep											
Foreman	8	MH	\$ 79.50	\$ 636.00							\$ 636.00
Laborer (x2)	16	MH	\$ 65.78	\$ 1,052.48							\$ 1,052.48
Demo & Install											
Superintendent	12	MH	\$ 133.00	\$ 1,596.00							\$ 1,596.00
Foreman (x2)	24	MH	\$ 79.50	\$ 1,908.00							\$ 1,908.00
Laborer (x2)	24	MH	\$ 65.78	\$ 1,578.72							\$ 1,578.72
Field Engineer	12	MH	\$ 92.75	\$ 1,113.00							\$ 1,113.00
Pipe Stand Modifications & Touch Up Paint											
Foreman	5	MH	\$ 79.50	\$ 397.50							\$ 397.50
Laborer	5	MH	\$ 65.78	\$ 328.90							\$ 328.90
Jobsite Cleanup Post Shutdown & Demob											
Foreman	8	MH	\$ 79.50	\$ 636.00							\$ 636.00
Laborer	8	MH	\$ 65.78	\$ 526.24							\$ 526.24
Station I - Odor Control Header Pipe											
Mobilization & Staging											
Foreman	5	MH	\$ 79.50	\$ 397.50							\$ 397.50
Laborer (x2)	10	MH	\$ 65.78	\$ 657.80							\$ 657.80
Shutdown Prep for Header Pipe											
Foreman	8	MH	\$ 79.50	\$ 636.00							\$ 636.00
Laborer (x2)	16	MH	\$ 65.78	\$ 1,052.48							\$ 1,052.48
Shutdown Prep for Exchanging DI Perimeter Pipe to PVC (Recommendation)											
Foreman	5	MH	\$ 79.50	\$ 397.50							\$ 397.50
Laborer (x2)	10	MH	\$ 65.78	\$ 657.80							\$ 657.80
Chip & Repair Wall											
Foreman	10	MH	\$ 79.50	\$ 795.00							\$ 795.00
Laborer	10	MH	\$ 65.78	\$ 657.80							\$ 657.80
Demo & Install											
Superintendent	12	MH	\$ 133.00	\$ 1,596.00							\$ 1,596.00
Foreman (x2)	24	MH	\$ 79.50	\$ 1,908.00							\$ 1,908.00
Laborer (x2)	24	MH	\$ 65.78	\$ 1,578.72							\$ 1,578.72
Field Engineer	12	MH	\$ 92.75	\$ 1,113.00							\$ 1,113.00
Pipe Stand Modifications & Touch Up Paint											
Foreman	13	MH	\$ 79.50	\$ 1,033.50							\$ 1,033.50
Laborer	13	MH	\$ 65.78	\$ 855.14							\$ 855.14
Demo & Install Perimeter Piping (Recommendation)											
Foreman (x2)	16	MH	\$ 79.50	\$ 1,272.00							\$ 1,272.00
Laborer (x2)	16	MH	\$ 65.78	\$ 1,052.48							\$ 1,052.48
Field Engineer	8	MH	\$ 92.75	\$ 742.00							\$ 742.00
Coating of Perimeter Pipe (Recommendation)											
Laborer (x2)	24	MH	\$ 65.78	\$ 1,578.72							\$ 1,578.72
Jobsite Cleanup Post Shutdown & Demob											
Foreman	8	MH	\$ 79.50	\$ 636.00							\$ 636.00
Laborer	8	MH	\$ 65.78	\$ 526.24							\$ 526.24
Material											
8" 304SS Weld Cap	3	EA			\$ 257.69	\$ 773.07					\$ 773.07
8" SCH10 304SS Pipe	100	FT			\$ 50.15	\$ 5,015.00					\$ 5,015.00
3"x5" 304SS Nipple	15	EA			\$ 33.17	\$ 497.55					\$ 497.55
3" 304SS Flange	15	EA			\$ 82.97	\$ 944.55					\$ 944.55
8" 304SS Weld 90	1	EA			\$ 150.19	\$ 150.19					\$ 150.19
8" 304SS Weld 45	1	EA			\$ 107.14	\$ 107.14					\$ 107.14
8" 304SS Flange	1	EA			\$ 254.53	\$ 254.53					\$ 254.53
8" SCH80 PVC Vanstone	2	EA			\$ 104.24	\$ 208.48					\$ 208.48
8" SCH80 PVC Pipe	60	FT			\$ 42.31	\$ 2,538.60					\$ 2,538.60
8" SCH80 PVC 45	2	EA			\$ 179.96	\$ 359.92					\$ 359.92
8" SCH80 PVC 90	1	EA			\$ 190.38	\$ 190.38					\$ 190.38
10"x8" SCH80 PVC Reducer	1	EA			\$ 1,004.29	\$ 1,004.29					\$ 1,004.29
10"x8" 304SS Reducer	2	EA			\$ 96.02	\$ 192.04					\$ 192.04
10" 304SS Flange	9	EA			\$ 383.63	\$ 3,452.67					\$ 3,452.67
10" 304SS Tee	2	EA			\$ 353.35	\$ 706.70					\$ 706.70
10" SCH80 PVC Vanstone	3	EA			\$ 334.69	\$ 1,004.07					\$ 1,004.07
10" BNG Kit - 316SS, Viton Gasket	9	EA			\$ 253.33	\$ 2,279.97					\$ 2,279.97
10" Mega Flange Adapter - 316SS Hardware	2	EA			\$ 869.65	\$ 1,739.30					\$ 1,739.30
-Freight	1	LS			\$ 250.00	\$ 250.00					\$ 250.00
Tnemec Coatings - N69	1	GAL			\$ 92.92	\$ 92.92					\$ 92.92
Tnemec Coatings - 1094	1	GAL			\$ 131.99	\$ 131.99					\$ 131.99
-Freight	1	LS			\$ 135.00	\$ 135.00					\$ 135.00
Equipment											
EZ Rig Crane	4	WK							\$ 305.00	\$ 1,220.00	\$ 1,220.00
- Delivery & Fees	1	LS							\$ 357.00	\$ 357.00	\$ 357.00
Welder	4	WK							\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
- Delivery & Fees	1	LS							\$ 706.77	\$ 706.77	\$ 706.77
Mag Drill	1	WK							\$ 215.00	\$ 215.00	\$ 215.00
Subcontractor											
Tenacious Fabricating - Header Pipe	3	EA					\$ 3,200.00	\$ 9,600.00			\$ 9,600.00
TOTALS											
	546	MH	-	\$ 42,252.76	-	\$ 22,028.36	\$ 3,200.00	\$ 9,600.00	\$ 2,683.77	\$ 3,598.77	\$ 77,479.89

\$	8,472.36
----	----------

Contract Time Extension Costs		Days Requested	Daily Rate	COST
	Contractor Extension Costs	0	0	\$ -
	Subcontractor Extension Costs	0	0	\$ -
*(daily rate is subject to change per actual OH items)				Total Time Extension Costs \$ -
<b>EXTENSION OF CONTRACT TIME:</b>				
N/A	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.			
N/A	Extension cost is included in this proposal			
N/A	Acceleration cost to maintain project schedule are included in this proposal. *			
<b>5. FEE STRUCTURE</b>				
	Rate	COST	Overhead & Profit 15%	SUBTOTAL
A. Contractor				
1. Direct Labor:		\$ 1,754.24	15%	\$ 2,017.38
2. Material & Equipment:		\$ 53.20	15%	\$ 61.18
3. Subcontractors:		\$ 8,472.36	5%	\$ 8,895.98
4. Bond & Insurance:	1.95%	\$ 214.00	15%	\$ 246.10
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			<b>TOTAL</b>	<b>\$ 11,220.64</b>
<b>RECORD DOCUMENTS:</b> As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.				
Signed: Amanda Haire				
Title: Field Engineer			Date: 5/28/24 6/11/24	
Contractor: Reynolds Construction, LLC				
<b>ACCEPTANCE BY OWNER</b>				
Signature of Owner's Authorized Representative: _____ Date: _____				
_____ Engineer to prepare necessary change order _____ Engineer to Re-negotiate change proposal as noted above _____ Other as above				
OWNER: Key Largo Wastewater Treatment District		CONTRACTOR: Reynolds Construction		PROJECT: 22309
ENGINEER: Weiler Engineering Corporation		FIELD:		NO.: 01
		OTHER:		DATE:





Proposal: 1  
Description: Emergency Trailer Modifications  
Date: 5/28/24 6/11/24

Description	QTY	UOM	Unit Cost Labor	Total Labor	Unit Cost Material	Total Material	Unit Cost Subcontractor	Total Sub	Equipment Rate	Total Equipment	Totals
Labor:											
- Superintendent	8	HR	\$ 133.00	\$ 1,064.00							\$ 1,064.00
Material:											
- Not Applicable											\$ -
Equipment:											
- Not Applicable											\$ -
Subcontractor:											
- Benson Electric (see back up)	1	LS					\$ 8,472.36	\$ 8,472.36			\$ 8,472.36
TOTALS	8	MH		\$ 1,064.00		\$ -		\$ 8,472.36		\$ -	\$9,536.36

# Benson Electric, Inc

## Change Order #3 Rev

**Benson Electric, Inc.**  
10475 SW 186<sup>th</sup> Street  
Miami, Florida 33157  
(305) 235-6741 Fax (305) 235-4690

Change Order submitted to:  
Reynolds Construction, LLC  
300 East Broad Street  
Fairburn, GA 30213  
Tel: (317) 832-5987

Project Name:  
KLWTD VAC Station Improvements  
Change Date: June 10, 2024

### Change Specification:

Net cost lump sum add for modifications to Owner furnished emergency VAC trailer to include the following:

Installation of the following conductors in Owner provided conduits between the existing trailer mounted control panel and receptacles furnished and installed by Owner.

Cable type 1 (Plug 1) – Power Cable

3 – 500 MCM Cu, 1 – 1/0 Cu N & 1 - #2 Cu Grd

Cable type 2 (Plug 2) – Sewage Pump Cable based on 3 pumps  
(Worst Case Station E)

3 sets ( 3 #2 Cu & 1 #6 Cu Grd)

Cable type 3 (Plug 3) – Compressor Power

3 #12 Cu

Cable type 4 (Plug 4) – Digital I/O

24 #14 Cu

Cable type 5 (Plug 5) – Analog I/O

4 – Twisted Shielded Pair 16 Ga

Pricing includes termination of all provided cabling at the trailer mounted control panel and wiring of outlets.

Owner to provide in place complete conduit system, outlet boxes mounted including any required structural modifications, supports, fittings, and appurtenances.

Benson is not responsible for any non code compliant conditions found.

✓ We propose to furnish materials and labor in accordance with the specification above for the sum of **\$8,472.36** Payment in accordance with existing Subcontract provisions.  
Proposal may be withdrawn if not accepted within 30 days.

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specification involving extra costs will be executed only upon the issuance of written change orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance

Authorized Signature

*Brian J. Platts*

Benson Electric, Inc.

Acceptance Signature

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to proceed with the work as described. Payment shall be as specified.

# Benson Electric, Inc.

## Change Order #3 Rev

KLWTD Vac Stations - Trailer Modifications  
Totals - C/O Summary

Contract Number	22309-501
BEI Job Number	2305

### Material Totals

<u>Division</u>	<u>Total</u>
Add	\$2,679.56
<b>Total</b>	<b>\$2,679.56</b>
<b>Sales Tax (7.00%)</b>	<b><u>\$187.57</u></b>
<b>Total Material</b>	<b>\$2,867.13</b>

### Labor Hours

<u>Division</u>	<u>Total</u>
Add	57.81
<b>Total</b>	<b>57.81</b>

### Labor Rates

<u>Category</u>	<u>% of Total</u>	<u>Hours</u>	<u>Base Rate</u>	<u>Burden \$</u>	<u>Burden %</u>	<u>Extended</u>
Wireman	75.000	43.358	\$54.43	32.11	59.000	\$3,752.20
Apprentice	25.000	14.453	32.55	19.20	59.000	747.94
<b>Total</b>	100.000	34.110	x \$77.84 (average of labor rate w/burden) =			<b>\$4,500.14</b>

<b>Total Materials</b>	<b>\$2,867.13</b>
<b>Total Labor (57.81 hours)</b>	<b>\$4,500.14</b>
Job Subtotal (Prime Cost)	<b>\$7,367.27</b>
Subcontractor's Fee (15.00%)	\$1,105.09
C/O Total	<b>\$8,472.36</b>



# Benson Electric, Inc.

## Change Order #3

KLWTD Vac Stations - Trailer Modifications

Item #	Description	Breakdown Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
--- Add ---								
2789	#14 THHN CU Stranded Wire	500	195.19	M	97.60	6.00	M	3.00
2790	#12 THHN CU Stranded Wire	60	299.05	M	17.94	7.20	M	0.43
2793	#6 THHN CU Stranded Wire	60	1,259.81	M	75.59	9.00	M	0.54
2796	#2 THHN CU Stranded Wire	200	3,043.62	M	608.72	14.00	M	2.80
2798	#1/0 THHN CU Stranded Wire	20	4,152.14	M	83.04	21.00	M	0.42
2806	#500MCM THHN CU Stranded Wire	60	18,843.07	M	1,130.58	52.00	M	3.12
4367	#14-12-10 Wire Termination Labor	72	1.15	E	82.80	0.20	E	14.40
4368	#8-6 Wire Termination Labor	2	2.50	E	5.00	0.15	E	0.30
4370	#2-2/0 Wire Termination Labor	20	9.66	E	193.20	0.30	E	6.00
4375	#500 Wire Termination Labor	6	7.50	E	45.00	0.50	E	3.00
13734	16 SHPR	100	540.00	M	54.00	5.00	M	0.50
14534	Polywater Lube	1	18.00	E	18.00	0.50	E	0.50
1235855	Consumables unit	2	10.00	E	20.00	0.75	E	1.50
1243457	1/4" 316 SS Fender Wsher	100	16.19	C	16.19	0.03	E	3.00
16546759	500 MCM HW Heat Shrink	3	37.50	E	112.50	0.45	E	1.35
16546760	1/0 HW Heat Shrink	1	14.25	E	14.25	0.30	E	0.30
16546761	#2 HW Heat Shrink	10	9.79	E	97.90	0.22	E	2.20
16546762	#6 HW Heat Shrink	1	7.25	E	7.25	0.20	E	0.20
T0002	Terminate 400A Plug	1	0.00	E	0.00	3.00	E	3.00
T0003	Terminate 150A Plug	3	0.00	E	0.00	1.50	E	4.50
T0004	Terminate 20A Plug	1	0.00	E	0.00	0.75	E	0.75
T0005	Terminate 24 Pin Control Plug	1	0.00	E	0.00	4.00	E	4.00
T0006	Terminate 4 Pr Signal Plug	1	0.00	E	0.00	2.00	E	2.00
--- Add Total ---					2,679.56			57.81
Job Total					2,679.56			57.81



Key Largo Wastewater Treatment District (KLWTD)

Mr. Ryan Dempsey  
103355 Overseas Hwy  
Key Largo, FL 33037

April 11, 2024

RE: KLWTD Vacuum Stations Modifications – Station E  
Alternate Influent Valves

Mr. Dempsey:

Upon further investigation at Vacuum Station E, it was found that the previously purchased valves are not oriented as desired and may not function as desired. Due to the uniqueness of this station, and the collar height of the valves being different dimensions, Reynolds proposes the following for purchasing the alternate valves for Station E.

- The valves previously purchased by KLWTD totaled \$9,828.00. These are the valves that may not work as desired.
  - o To return these valves, there is a restock fee of 25% with an unknown freight cost.
- The cost delta is \$7,371.00.
- The alternate valves purchase price is \$12,732.00 (including freight).

Reynolds proposes the following:

- The KLWTD purchases the new valves direct as consistent with the existing valve order.
- Reynolds, through a deductive change order, will incur the costs of restocking the original valves (\$2,457.00) and the difference to purchase the alternate valves (\$2,904.00).
- KLWTD's previously committed cost of \$9,828.00 would be applied to the new valve purchase.
- The complete cost of \$5,361.00 would be a deductive change order to the original contract amount.

Please let us know if this proposal is acceptable and consistent with the spirit of our prior direct purchase agreement and a reasonable solution for the KLWTD.

Respectfully Provided:

Reynolds Construction, LLC

A handwritten signature in black ink, appearing to read 'J. Vondersaar', is written over a light blue horizontal line.

Joshua R. Vondersaar



June 25<sup>th</sup>, 2024

Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, Florida 33050  
Attn: Stephen Suggs, P.E.  
Via Email: [ssuggs@weilerengineering.org](mailto:ssuggs@weilerengineering.org)

Ref: Key Largo Wastewater Treatment District Vacuum Stations Modifications Project

Subj: Time Extension Request

Dear Mr. Suggs,

As discussed in the transmittal of the 'Stainless Steel Header Pipe Upgrades PCO', Reynolds would like to request a time extension of 175 days based on the anticipated material procurement, lead times, fabrication times, and installation. Reynolds Construction shall notify Weiler Engineering immediately should the anticipated lead time(s) change.

Your cooperation in granting this time extension request will be appreciated.

Sincerely,

Amanda Haire

A handwritten signature in black ink that reads 'Amanda Haire' in a cursive script.

Reynolds Construction, LLC

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

Meeting Date:

July 2, 2024

Agenda Item Number: M-2

Action Required:

Yes

Department:

Capital Projects

Sponsor:

Steve Suggs

Subject:

## **Filter Upgrades Change Order #4 - Mod. of 20" Pipe Routing & Walkway**

Summary of Discussion:

Change Order #4 is being brought to the board for approval. It contains (2) items: Piping Modifications and an Access Walkway. There are (2) versions of the change order, one that includes only the piping and one that contains both. The piping is required due to regulatory compliance and the walkway will need to be constructed either as a part of this project or the Power Conditioning project.

### Reviewed / Approved

Operations: \_\_\_\_\_

Administration: \_\_\_\_\_

Finance: \_\_\_\_\_

District Counsel: \_\_\_\_\_

District Clerk: \_\_\_\_\_

Engineering: \_\_\_\_\_

### Financial Impact

\$ 267,719.00

Expense

Funding Source:

Grant(s)

Budgeted:

No

### Attachments

1. Change Order 4 Option A
2. Change Order 4 Option B

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
General Manager

**SECTION 00950  
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Reynolds Construction, LLC	CHANGE ORDER No. 4  PROJECT TITLE: KLWTD Filtration Upgrade  PROJECT No. 03105.078:110
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER: Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: July 2 <sup>nd</sup> , 2024	EFFECTIVE DATE: July 2 <sup>nd</sup> , 2024, contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.
<p><b>Description of Work to be Performed:</b> The Contractor is hereby authorized and directed to perform the following Work, generally described as: procure piping materials as specified in the attached PCO and provide labor to install additional piping and supports, provide an engineered safety walkway from the operations building to the new disk filter platform as specified in the attached PCO and provide labor to install the safety walkway. The Contractor shall remain responsible for delivery and acceptance of the equipment and materials and shall retain full responsibility and liability for all aspects of the work as defined in the Contract Documents.</p> <p><b>Reason for Change:</b> Overflow piping is being re-routed to be directed to the plant pump station rather than tied into the filter effluent as stated in the plans. The original intent was to avoid the potential overflow of the plant pump station, which has occurred in the past. The reason for the change is due to FDEP regulatory changes that would require reporting every time the filter is bypassed in this process, which would result in an automatic violation. The access walkway is to provide a safe and effective means of access to the new elevated disk filter platform. The access walkway will also be used in the upcoming power conditioning project to route conduit thus this walkway will need to be added to that project If not approved. Additional time is being added to account for the design and fabrication of the access walkway.</p> <p><b>Work to be Performed</b> is more specifically described as: Reynolds to procure piping materials and provide labor for the piping modifications. Reynolds is to procure an engineered safety walkway from the operations building to the elevated platform holding the disk filter and provide labor for installation.</p> <p><b>Attachments:</b> Reynolds PCO #4 for Safety and Accessibility Walkway of Filter Elevated Deck and Reynolds PCO #5 20" Overflow Piping Modifications and Additions.</p>	
<b>Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</b>	
<b>Increase (decrease) in Contract Price:</b> <div style="text-align: right;"><b>\$267,719.00</b></div>	<b>Increase (decrease) in Contract Time (Calendar days):</b> <div style="text-align: right;"><b>345 Days</b></div>
<p><b>Acknowledgments:</b></p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	



Original Contract Price: \$3,155,800.00		Original Contract Time: 360 Days (Calendar days or dates)	
<b>SUMMARY OF PRIOR CHANGE ORDERS</b>			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1	Owner Direct Purchase of Evoqua 40X Disc Filter	\$ (856,488.00)	0 Days
2	Additional Scope of work to include replacing 18" butterfly valve between Post-EQ tank and Booster Pumps	\$ 20,556.76	0 Days
3	Owner Direct Purchase of piping materials	\$ (278,762.13)	0 Days
4		\$	Days
<b>TOTAL OF ALL PRIOR CHANGES</b>		<b>\$(1,114,693.37)</b>	<b>0 Days</b>
<b>CURRENT CONTRACT PRICE AND TIME</b> (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		<b>\$1,929,126.63</b>	<b>360 Days</b>
<b>NEW CONTRACT PRICE AND TIME</b> (Adjusted by Prior Change Orders AND this Change Order)		<b>\$2,196,845.63</b>	<b>705 Days</b>
Original Contract Substantial Completion Date: 05/18/2024		New Contract Substantial Completion Date: 04/28/2025	
<b>APPROVAL AND CHANGE ORDER AUTHORIZATION</b>			
Contractor: <u>Reynolds Construction LLC</u>  By (Signature) _____ <u>Joshua Vondersaar, Operations Manager</u> (Printed Name and Title of Officer)  (Date) _____  ATTEST: _____ (Secretary)  (Corporate Seal)		Owner: <u>Key Largo Wastewater Treatment District</u>  By (Signature) _____ <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer)  (Date) _____  ATTEST: _____ District Clerk  (Seal)	

**SECTION 00950  
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Reynolds Construction, LLC	CHANGE ORDER No. 4  PROJECT TITLE: KLWTD Filtration Upgrade  PROJECT No. 03105.078:110		
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER: Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050		
DATE OF ISSUE: July 2 <sup>nd</sup> , 2024	EFFECTIVE DATE: July 2 <sup>nd</sup> , 2024, contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.		
<p><b>Description of Work to be Performed:</b> The Contractor is hereby authorized and directed to perform the following Work, generally described as: procure piping materials as specified in the attached PCO and provide labor to install additional piping and supports. The Contractor shall remain responsible for delivery and acceptance of the equipment and materials and shall retain full responsibility and liability for all aspects of the work as defined in the Contract Documents.</p> <p><b>Reason for Change:</b> Overflow piping is being re-routed to be directed to the plant pump station rather than tied into the filter effluent as stated in the plans. The original intent was to avoid the potential overflow of the plant pump station, which has occurred in the past. The reason for the change is due to FDEP regulatory changes that would require reporting every time the filter is bypassed in this process, which would result in an automatic violation.</p> <p><b>Work to be Performed</b> is more specifically described as: Reynolds to procure piping materials and provide labor for the piping modifications.</p> <p><b>Attachments:</b> Reynolds PCO #5 20" Overflow Piping Modifications and Additions</p>			
<b>Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</b>			
Increase (decrease) in Contract Price:  <div style="text-align: right; font-weight: bold;">\$55,890.00</div>	Increase (decrease) in Contract Time (Calendar days):  <div style="text-align: right; font-weight: bold;">0 Days</div>		
<p><b>Acknowledgments:</b></p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>			
Original Contract Price: \$3,155,800.00	Original Contract Time: 360 Days (Calendar days or dates)		
<b>SUMMARY OF PRIOR CHANGE ORDERS</b>			
	Description of Change	Change in Contract	Change in Contract

C-O No.		Price	Time
1	Owner Direct Purchase of Evoqua 40X Disc Filter	\$ (856,488.00)	0 Days
2	Additional Scope of work to include replacing 18" butterfly valve between Post-EQ tank and Booster Pumps	\$ 20,556.76	0 Days
3	Owner Direct Purchase of piping materials	\$ (278,762.13)	0 Days
4		\$	Days
5		\$	Days
6		\$	Days
<b>TOTAL OF ALL PRIOR CHANGES</b>		<b>\$(1,114,693.37)</b>	<b>0 Days</b>
<b>CURRENT CONTRACT PRICE AND TIME</b> (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		<b>\$1,929,126.63</b>	<b>360 Days</b>
<b>NEW CONTRACT PRICE AND TIME</b> (Adjusted by Prior Change Orders AND this Change Order)		<b>\$1,985,016.63</b>	<b>360 Days</b>
<b>Original Contract Substantial Completion Date:</b> 05/18/2024		<b>New Contract Substantial Completion Date:</b> 05/18/2024	
<b>APPROVAL AND CHANGE ORDER AUTHORIZATION</b>			
Contractor: <u>Reynolds Construction LLC</u>  By (Signature) _____ <u>Joshua Vondersaar, Operations Manager</u> (Printed Name and Title of Officer)  (Date) _____  ATTEST: _____ (Secretary)  (Corporate Seal)		Owner: <u>Key Largo Wastewater Treatment District</u>  By (Signature) _____ <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer)  (Date) _____  ATTEST: _____ District Clerk  (Seal)	

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

Meeting Date:

July 2, 2024

Agenda Item Number: M-3

Action Required:

Yes

Department:

Capital Projects

Sponsor:

Steve Suggs

Subject:

## **KLWTD Power Conditioning & Electrical Upgrades Project**

Summary of Discussion:

WEC is requesting approval to publish the bid solicitation for the KLWTD Power Conditioning project. The scope of work includes providing and installing electrical infrastructure to ensure the operation of the WWTP and Vac Station E during times of power outages and storm events. The power conditioning and electrical features will be installed at the WWTP and Vac Station E located at 100301 Overseas Highway.

### Reviewed / Approved

Operations: \_\_\_\_\_

Administration: \_\_\_\_\_

Finance: \_\_\_\_\_

District Counsel: \_\_\_\_\_

District Clerk: \_\_\_\_\_

Engineering: \_\_\_\_\_

### Financial Impact

\$ 3,656,919.86

Expense

Funding Source:

Grant(s)

Budgeted:

Yes

### Attachments

1. Weiler Engineering Memo

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager



*"Excellence in Engineering"*

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

## MEMO

**To:** KLWTD Commissioners

**From:** Steve Suggs, PE – Weiler Engineering

**Date:** July 2nd, 2024

**Re:** KLWTD Power Conditioning and Electrical Upgrades Project

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### **Project Overview:**

Weiler Engineering Corporation (WEC) is proposing a critical project to enhance the electrical infrastructure at the KLWTD Wastewater Treatment Plant (WWTP) and Vacuum Station E. This project consists of two primary components: power conditioning and electrical conduit upgrades.

### **Part 1: Power Conditioning**

1. SureVolt Electronic Voltage Regulating Transformers:
  - a. The installation of SureVolt devices will regulate incoming voltage, ensuring clean and stable power for the WWTP. These transformers are rated at 2000 amps and 1500 kVA, significantly improving power quality and reliability.
2. RayVoss Surge Protection Devices:
  - a. To safeguard against large surges, such as those caused by lightning strikes, RayVoss surge suppression devices equipped with Strikesorb technology will be installed on critical systems and equipment. This will protect the WWTP from both internal and grid-related surges.
3. Lightning Protection:
  - a. The existing lightning protection system on the tanks has corroded and is no longer effective. We propose installing new lightning rods to enhance the plant's protection against lightning strikes.

### **Part 2: Electrical Conduit Upgrades**

1. The existing galvanized conduit, installed during the WWTP's construction, has corroded, leading to frequent breaks in both power and signal wires. This corrosion disrupts the treatment process and increases maintenance costs.
2. We propose replacing the corroded conduit with Schedule 80 PVC conduit, installed above grade for ease of access and troubleshooting. This upgrade will involve rerunning the majority of power and signal wires, allowing for continuous connections to control panels, power panels, and motor control centers (MCCs). By eliminating numerous terminal boxes, we will reduce potential points of failure and improve system reliability.

**Project Benefits:**

1. Enhanced Resiliency: By installing power conditioning equipment and upgrading the electrical conduit system, KLWTD will significantly increase the resiliency of the WWTP to various electrical interruptions.
2. Improved Reliability: The proposed upgrades will ensure a stable and reliable power supply, minimizing downtime and operational disruptions.
3. Reduced Maintenance Costs: Above-grade PVC conduit will be more durable and accessible, reducing the frequency and cost of maintenance and repairs.

**Estimated Cost and Funding:**

The estimated cost of the project is \$3,656,919.86, and it is grant-funded.

<b>KLWTD Power Conditioning Project Cost Estimate</b>				
<b>Description</b>	<b>Units</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Mobilization	LS	1	\$158,308.22	\$158,308.22
Bonds & Insurance	LS	1	\$92,218.38	\$92,218.38
Clearing, Grubbing, Grading	SY	500	\$75.00	\$37,500.00
Power wire/ conduit installed	LF	25200	\$45.00	\$1,134,000.00
Signal Wire / Conduit Installed	LF	37500	\$30.00	\$1,125,000.00
Electrical Room Modifications	EA	1	\$20,000.00	\$20,000.00
AC Mini Split	LS	1	\$12,000.00	\$12,000.00
Rayvoss SPD Installed	EA	10	\$11,000.00	\$110,000.00
Lightning Protection	LS	1	\$94,321.00	\$94,321.00
New 3000A ATS	LS	1	\$111,125.00	\$111,125.00
Installation of ATS	LS	1	\$80,000.00	\$80,000.00
Surevolt 1500 kVA	LS	1	\$200,000.00	\$200,000.00
Install Sure volt	LS	1	\$150,000.00	\$150,000.00
Contingency 10%	LS	1	\$332,447.26	\$332,447.26
<b>Total Estimate</b>				<b>\$3,656,919.86</b>

**Request for Approval:**

We seek the Board's approval to proceed with this project and issue a bid solicitation. By approving this initiative, KLWTD will take a significant step towards ensuring the long-term reliability and efficiency of its wastewater treatment operations.

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

Meeting Date:

July 2, 2024

Agenda Item Number: O-1

Action Required:

Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

## **Conservation Parcel Waiver Request - (Reso. 07-2024)**

Summary of Discussion:

A request for waiver of wastewater service and exclusion from SDC assessment for AK No. 1547263 per KLWTD General Rules and Regulations, Section 10.06(a)(iii).

### Reviewed / Approved

Operations: \_\_\_\_\_

Administration: \_\_\_\_\_

Finance: \_\_\_\_\_

District Counsel: \_\_\_\_\_

District Clerk: \_\_\_\_\_

Engineering: \_\_\_\_\_

### Financial Impact

\$ 0.00      \$1,300.00

Refunded    Uncollected

Funding Source:

Assessment Revenue

Budgeted:

No

### Attachments

1. KLWTD Form F-19
2. Reso. 07-2024
3. Map

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
General Manager





103355 Overseas Highway, Key Largo, FL 33037

Phone (305) 451-4019

www.klwtd.com

## Request for Wastewater Assessment Waiver or Exemption

*ALL fields must be completed, unless indicated as optional, before the request will be reviewed.*

**Property Owner of Record:** KEY LARGO REEF, LLC

**Requested By\*:** KEY LARGO REEF, LLC

*\*If not Owner of Record, authorization documentation must be submitted.*

**Email (optional):** JANICE@lavernialaw.com

**Phone:** 305-661-3700

**RE/Parcel ID:** 00447610-000000

**Alternate Key:** \_\_\_\_\_

**Physical Location:** Block 3, Lot 1, Harris Ocean Park Estates (PB 4-126)

**RE/Parcel ID:** \_\_\_\_\_

**Alternate Key:** \_\_\_\_\_

**Physical Location:** \_\_\_\_\_

**RE/Parcel ID:** \_\_\_\_\_

**Alternate Key:** \_\_\_\_\_

**Physical Location:** \_\_\_\_\_

I request an **EXEMPTION** of wastewater assessment for the parcel(s) listed above because:

- ☐ The parcel is vacant and has been aggregated with an adjoining parcel that is connected to the District's central wastewater collection system. *Section 10.05 (a)*
- ☐ The parcel is a marina, boat slip or rack minimum that is not capable of creating wastewater. *Section 10.05 (b)*
- ☐ The parcel cannot be improved due to zoning regulations or other legal constraints. *Section 10.05 (c)*
- ☐ The parcel cannot be improved due to physical conditions of the property. *Section 10.05 (d)*

I request a **WAIVER** of wastewater assessment for the parcel(s) listed above because:

- ☐ The parcel is vacant and immediately adjacent to an assessed parcel that is connected to the District's central wastewater collection system. *Section 10.06 (a)(i) Contiguous Vacant Parcel*  
**\*\$200.00 administrative fee required.**
- ☐ The parcel is vacant and designated as Tier I. *Section 10.06 (a)(ii) Tier 1 (one) Vacant Parcel*  
**\*\$200.00 administrative fee required.**
- ☐ The parcel is vacant and only receives an annual tax notice due to the wastewater assessment. *Section 10.06 (a)(iv) Minimum Tax Bill*
- ☐ The parcel is owned by Monroe County Land Authority or any other Federal, State or Local Agency for the purpose of protecting the natural environment. *Section 10.06 (a)(iii) - Conservation Parcel*
- ☒ The parcel is being conveyed to the Monroe County Land Authority or any other Government Agency for conservation purpose. **The Waiver shall take effect upon receipt by the District of proof that the Government Entity has acquired title to the Subject Tax Parcel.** *Section 10.06 (a)(iii) - Conservation Parcel*

**Acknowledgement Box required to process all exemptions Section 10.04(a) or waiver requests Section 10.06(b)**

- ☒ Certify that if wastewater service to the parcel is reinstated, the then-current owner must pay the full direct and indirect District costs of providing the same. The amount charged at that time is expected to be significantly greater than the current non-ad valorem assessment.

**Signature** Fernando De Leon

**Date** June 5th, 2024

This completed request form may be emailed to customerservice@klwtd.com or submitted to the District office located at:



## RESOLUTION NO. 07 - 2024

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT (“THE BOARD”) APPROVING THE REQUEST BY KEY LARGO REEF LLC (“THE OWNER”), FOR THE REMOVAL OF TAX PARCEL AK# 1547263; FROM THE 2009 NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Key Largo Reef LLC (“The Owner”) is the owner of the tax parcel described in Section 1 below (“the Subject Tax Parcel”); and

**WHEREAS**, the Key Largo Wastewater Treatment District (the “District”) assessed the Subject Tax Parcel via Resolution 20-05-09 dated May 19, 2009 (the “2009 Non-ad Valorem Assessment Roll”); and

**WHEREAS**, the Subject Tax Parcel is being conveyed to the Monroe County Comprehensive Plan Land Authority for conservation purposes; and

**WHEREAS**, the Owner requests that the District remove the Subject Tax Parcel from the 2009 Non-ad Valorem Assessment Roll, pursuant to the Key Largo Wastewater Treatment District’s General Rules and Regulations, Section 10.06(a)(iii).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT THAT:**

**Section 1.**

PARCEL I.D.:	00447610-000000
AK NO.:	1547263
PARCEL DESCRIPTION:	BK 3 LT 1 HARRIS OCEAN PK ESTATES KEY LARGO PB4-126 OR489-146 OR776-1348 OR936-1913 OR1485-1917/18 OR2654-53 OR2693-1042C OR2792-501/02

**Section 2.**

EFFECTIVE DATE. This Resolution shall take effect and the Subject Tax Parcel excluded from the 2009 Final Assessment Roll upon receipt by the District of proof that the Subject Tax Parcel has been purchased by the Monroe County Comprehensive Plan Land Authority for conservation purposes. No part of the System Development Charge paid prior to the effective date of this Resolution shall be refunded.

**Section 3.**

AUTHORIZATION OF DISTRICT OFFICIALS. The General Manager and/or his designee(s) are authorized to take all actions necessary to implement the terms and conditions of this Resolution

RESOLUTION NO. 07 – 2024

RESOLVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF JULY 2024.

The foregoing RESOLUTION was offered by Commissioner \_\_\_\_\_, who moved for its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and being put to a vote the result was as follows:

	AYE	NAY
Chairman Rodriguez	_____	_____
Commissioner Majeska	_____	_____
Commissioner Heim	_____	_____
Commissioner Schwartz	_____	_____
Commissioner Maloney	_____	_____

The Chairman thereupon declared this Resolution duly passed and adopted this 2<sup>ND</sup> day of July 2024.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: \_\_\_\_\_  
Nicolas Rodriguez,  
Chairman

ATTEST:

*Approved as to form  
and legal sufficiency:*

\_\_\_\_\_  
Shannon McCully, District Clerk

By: \_\_\_\_\_  
Nicholas W. Mulick, Esq.,  
General Counsel

SEAL



# Monroe County, FL



## Overview



## Legend

- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Subdivisions
- Parcels

Parcel ID 00447610-000000 Alternate ID 1547263 Owner Address KEY LARGO REEF LLC  
Sec/Twp/Rng 23/62/38 Class VACANT RES 1923 SE 10th St  
Property Address 101 INDIAN Ave Homestead, FL 33035  
TAVERNIER  
District 500P  
Brief Tax BK 3 LT 1 HARRIS OCEAN PK ESTATES KEY LARGO PB4-126 OR489-146 OR776-1348 OR936-1913 OR1485-1917/18 OR2654-  
Description 53 OR2693-1042C OR2792-501/02  
(Note: Not to be used on legal documents)

Date created: 6/7/2024  
Last Data Uploaded: 6/7/2024 5:21:19 AM

Developed by Schneider  
GEOSPATIAL

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

Meeting Date:  
July 2, 2024

Agenda Item Number: O-2

Action Required:  
No

Department:  
Legal

Sponsor:  
Nick Mulick

Subject:

## **Consideration of entering into the attached Mutual Assistance Agreement**

Summary:

In light of recent use of District wastewater treatment facilities by Ocean Reef Club, Inc. to accept and treat effluent while Ocean Reef Club, Inc.'s package plant was inoperative, the Board requested that District Counsel draft a Mutual Assistance Agreement between the District and Ocean Reef Club, Inc.

### Reviewed / Approved

Operations: \_\_\_\_\_  
Administration: \_\_\_\_\_  
Finance: \_\_\_\_\_  
District Counsel: \_\_\_\_\_  
District Clerk: \_\_\_\_\_  
Engineering: \_\_\_\_\_

### Financial Impact

\$ None

Funding Source:

N/A

Budgeted:

N/A

### Attachments

1. Mutual Assistance Agreement

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager

MUTUAL ASSISTANCE AGREEMENT  
BETWEEN  
OCEAN REEF CLUB, INC.  
AND  
KEY LARGO WASTEWATER TREATMENT DISTRICT

THIS MUTUAL ASSISTANCE AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between OCEAN REEF CLUB, INC., a Florida not-for-profit corporation (“Ocean Reef Club”), operating a private residential community located in North Key Largo, Florida (“Ocean Reef”), and KEY LARGO WASTEWATER TREATMENT DISTRICT (“District”), an Independent Special District established in 2002, pursuant to Chapter 2002-37, Laws of Florida, whose address is 103355 Overseas Highway, Key Largo, Florida (collectively, “Party” or “Parties”).

WHEREAS, Ocean Reef Club owns and operates a private sewage treatment facility serving the Ocean Reef private residential community located in North Key Largo; and

WHEREAS, the District owns and operates a public sewage treatment facility serving customers within its service area encompassing Tavernier, Key Largo, and Cross Key, with the exception of Ocean Reef; and

WHEREAS, the Parties own certain equipment and facilities, and provide sewage treatment services, which the other may have need of in the event of an emergency or other extraordinary circumstances; and

WHEREAS, the Parties desire to enter into a formal agreement defining the terms and conditions under which the Parties will provide aid and assistance to one another in the event of emergencies or other extraordinary circumstances.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are incorporated herein by reference.
2. For the purposes of this Agreement, the Party supplying the equipment, facilities and/or services shall be designated as the "Provider" and the Party receiving the equipment and/or using the facilities and services shall be designated as the "User."
3. Equipment, facilities and/or services shall be provided to either Party upon reasonable request at mutually convenient times or locations. Provider retains the right to refuse to honor a request: (a) if the equipment, facilities and/or services are needed for other purposes; (b) if providing the equipment, facilities and/or services would be unduly inconvenient; or (c) if, for any other reason, Provider determines, in good faith, that is not in its best interest to provide equipment, facilities or services at the requested time.
4. Upon taking custody of equipment, User shall execute and deliver to Provider a receipt that contains the information listed in Exhibit "A" attached hereto.
5. User shall return equipment within 10 days of receipt of written request from Provider.
6. User receiving equipment shall take proper precautions in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose.
7. User shall permit the equipment to be used only by properly trained, properly licensed, and supervised operators.
8. User shall be responsible for repairs to Provider's equipment and/or facilities necessitated by misuse or negligent operation, and for the maintenance and/or replacement of high-wear items.
9. Provider shall endeavor to provide equipment in good working order and to inform User of any information reasonably necessary for the proper operation of the equipment. The equipment is provided "as is," with no representations or warranties as to its condition or its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use.

10. Before accessing Provider's facilities, User shall contact Provider's employees, agents or representatives and receive permission to enter the facility. User's employees, agents or representatives must be accompanied at all times by Provider's designated employee, agent or representative. No equipment or machinery on Provider's facilities shall be operated by User except with explicit approval of Provider's designated employee, agent or representative.
11. Each Party shall be solely responsible for its own acts and those of its employees, agents or representatives under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, facilities, and/or services under this Agreement.
12. Neither Party shall charge the other for use of the equipment, facilities or services by the other Party. However, in the event that Provider's equipment is lost or destroyed while in User's possession, or Provider's facilities are damaged by User, User shall cover any and all costs associated with the replacement or repair of damage to Provider's facilities or the lost/damaged equipment. User shall reimburse Provider for any damages suffered or costs incurred within 10 days of receipt of a written request itemizing the nature and amount of the damages or costs incurred from Provider.
13. Each Party shall bear the risk of its own actions, as it does with its own day-to-day operations, and shall determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation of liability that a Party may enjoy.
14. The Parties acknowledge and agree that User is solely responsible for the proper utilization and operation of any equipment borrowed from Provider or facilities used or services provided to User. User shall indemnify and hold Provider harmless from and against any and all liability, damages, judgments or claims of any nature by anyone whatsoever, including attorneys' fees, incurred by Provider, arising out of or relating to the utilization or operation of any borrowed equipment and/or use of any facilities or services provided by the other.
15. This Agreement shall take effect upon adoption by the Board of Commissioners of the District and execution by an Ocean Reef Club Authorized Representative.



IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in duplicate by their Authorized Officers and have affixed their corporate seals hereon.

KEY LARGO WASTEWATER  
TREATMENT DISTRICT

By: \_\_\_\_\_  
Peter Rosasco, General Manager

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Shannon McCully, District Clerk

By: \_\_\_\_\_  
Nicholas W. Mulick, General Counsel

OCEAN REEF CLUB, INC.,  
a Florida not-for-profit corporation

By: \_\_\_\_\_  
Alessandro Tonarelli, President

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Ryan T. Steele, Secretary

By: \_\_\_\_\_  
Erica L. English, Corporate Counsel



## Exhibit “A”

Upon taking custody of equipment, User shall execute and deliver to Provider a receipt containing (at a minimum) the following information:

1. Description of item(s) borrowed;
2. Name of User responsible for the item(s);
3. Name, make and/or manufacturer of item(s), if applicable;
4. Year and/or model of item(s), if applicable; and
5. Manufacturer’s serial number of item(s), if any and if applicable.