



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Tuesday, July 21, 2026
4:00 PM

AGENDA

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

Meeting link for computer, tablet, or
smartphone.

www.gotomeet.me/KLWTDCLerkboard-meeting

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

Access Code: 578-583-005

BOARD MEMBERS:

Nicolas Rodriguez	Chairman
Timothy Maloney	Vice Chairman
Matthew Hardee	Secretary-Treasurer
Robert Majeska	Commissioner
Philip Schwartz	Commissioner

DISTRICT STAFF:

Peter Rosasco	General Manager
Nicholas Mulick	General Counsel
Shannon McCully	Clerk

MISSION STATEMENT:

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

Please mute cell phones.

A. CALL TO ORDER	
B. PLEDGE OF ALLEGIANCE	
C. ROLL CALL	
D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS	
E. PUBLIC COMMENT	
F. APPROVAL OF MINUTES OF PREVIOUS MEETING	
1. Minutes of June 16, 2026	4
G. GENERAL MANAGER	
H. IT	
I. CUSTOMER SERVICE	
1. Customer Service Report – June 2026	22
J. BUDGET AND FINANCE	
K. FIELD	
1. Field Report – June 2026	24
L. PLANT/FACILITIES	
1. Plant/Facilities Report – May 2026	35
M. CAPITAL PROJECTS	
1. Capital Projects Report – June 2026	42
2. KLWTD Vacuum Stations Odor Control - Change Order #3	52
3. KLWTD Power Conditioning Project Change Order #4	62

N. ENGINEERING

1. Monroe County SLR - Cost Breakdown

65

O. LEGAL

1. Revised KLWTD Flovac Monitoring System Service Agreement

69

P. COMMISSIONER'S ITEMS

Q. ROUNDTABLE

R. ADJOURNMENT

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

Meeting Date:

July 21, 2026

Agenda Item Number: F-1

Action Required:

Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

Minutes of June 16, 2026

Summary:

Staff to present the minutes of June 16, 2026, 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: _____

General Manager

Date: _____

7-16-26



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, June 16, 2026

MINUTES

CALL TO ORDER (A)

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

PLEDGE OF ALLEGIANCE (B)

Ms. Jennifer Dempsey led the Pledge of Allegiance.

ROLL CALL (C)

Present were: Chairman Nicolas Rodriguez; Commissioners Robert Majeska and Matthew Hardee

Appeared Virtually (non-voting): Commissioner Philip Schwartz

Also present: General Manager Peter Rosasco; General Counsel Nicholas Mulick; District Clerk Shannon McCully; Finance Manager Jennifer Dempsey; Customer Service Manager Alex Irizarry; Field Manager Rudy Perez; Plant/Facilities Manager Ryan Dempsey; WWTP Lead Operator Adam Baptiste; Apex Engineering Steve Suggs and Rob Mathers; IT Support Manny Santana

Appeared Virtually: HR and Project Administration Manager Laura Weinstock;

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (D-1)

Chairman Rodriguez requested the addition of item *P-1 4th of July State Holiday*

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

PUBLIC COMMENT (E)

No Speakers.

APPROVAL OF MINUTES (F)

Minutes of June 2, 2026 (G-1)

Motion: Commissioner Majeska made a motion to approve the Minutes of June 2, 2026. Commissioner Hardee seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)*Stewardship Update (G-1)*

Mr. Rosasco gave an update on Stewardship Funding.

IT (H)

No report in agenda.

CUSTOMER SERVICE (I)*Customer Service Report – May 2026 (I-1)*

Mr. Irizarry presented the Customer Service monthly report.

2026 Wastewater Assessment Planning Calendar (I-2)

Mr. Irizarry presented the Wastewater Assessment Calendar for 2026.

BUDGET AND FINANCE (J)*Budget and Finance Report – May 2026 (J-1)*

Ms. Dempsey presented the Budget and Finance monthly report.

FIELD (K)*Field Report – May 2026 (K-1)*

Mr. Perez presented the Field monthly report.

PLANT/FACILITIES (L)

No report in agenda.

CAPITAL PROJECTS (M)*Capital Projects Report – May 2026 (M-1)*

Mr. Mather presented the Capital Projects monthly report.

ENGINEERING (N)

No report in agenda.

LEGAL (O)

No report in agenda.

COMMISSIONER ITEMS (P)*4th of July State Holiday (P-1)*

Chairman Rodriguez informed the Board that Governor DeSantis announced he was giving state employees an additional two days off to celebrate America's 250th Birthday. Chairman Rodriguez recommended that the Board grant the same two days off to KLWTD employees.

Motion: Commissioner Hardee made a motion to include July 2nd and July 6th as additional District Holiday Days for 2026.
Commissioner Majeska seconded the motion.

Vote on Motion:

Commissioner Hardee – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye

ROUNDTABLE DISCUSSION (Q)

Chairman Rodriguez discussed canceling the July 7, 2026, Board of Commissioner's meeting.

Motion: **Commissioner Majeska made a motion to cancel the July 7, 2026, Board of Commissioners meeting.**
 Commissioner Hardee seconded the motion.

Vote on Motion:

Commissioner Majeska – Aye
Commissioner Hardee – Aye
Chairman Rodriguez – Aye

ADJOURNMENT (R)

The meeting was adjourned at 5:40 p.m.

Nicolas Rodriguez, Chairman

Shannon McCully, Clerk

Seal _____



Memorandum

Date: June 15, 2026
To: Peter Rosasco, General Manager
From: Robert Mather, P.E.
Regarding: KLWTD EQ Tanks and Headworks Project Progress Update

Apex continues to advance the design of the KLWTD Equalization Tanks and Headworks Project, which includes construction of two 500,000-gallon equalization tanks, a new influent headworks screening facility, associated pumping systems, piping modifications, electrical improvements, odor control systems, blower room modifications, and integration with the existing wastewater treatment plant.

The current design configuration reflects the District's decision to proceed with a two-tank equalization system utilizing circular reinforced concrete tanks. The revised 60% design plans were distributed to KLWTD, the Village of Islamorada, and Wade Trim for review in April 2026. Apex subsequently met with KLWTD staff on April 21, 2026 to discuss design development, operational considerations, maintenance preferences, and constructability concerns. Following completion of the review period, Wade Trim provided written comments and plan markups on May 26, 2026 and participated in a design review workshop on June 10, 2026 with representatives from KLWTD, Apex, Wade Trim, and the Village of Islamorada in attendance.

The design review process was productive and focused primarily on constructability, operational flexibility, maintainability, and opportunities for value engineering. No significant technical deficiencies or major design concerns were identified during the review process. During the review meeting, Wade Trim provided several conceptual recommendations regarding headworks layout, screenings handling, piping arrangements, and constructability. Apex agreed to evaluate these recommendations during development of the 90% plans. Both review teams agreed that the project is progressing in the right direction and that future reviews should focus primarily on detailed design coordination, P&ID development, and final constructability review rather than major process changes.

Current design activities include completion of the structural, electrical, instrumentation, and P&ID components of the project, coordination with equipment manufacturers, incorporation of review comments, and continued coordination with FDEP regarding the wastewater treatment plant permit modification. Geotechnical recommendations have also been incorporated into the foundation design process. The project team is also finalizing the stormwater model for the site to account for the proposed improvements and evaluate impacts to the stormwater retention. A path forward has been identified, and the team is advancing towards preparation and submittal of a permit modification to the existing Environmental Resource Permit (ERP) with FDEP.

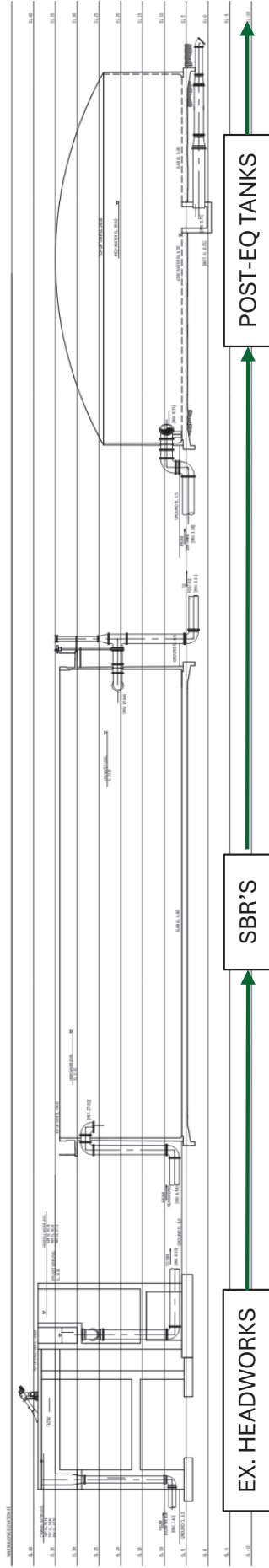
Based on the current design status and coordination efforts completed to date, Apex anticipates maintaining the overall project schedule. The following milestones are currently projected:



Milestone	Target Date
Completion of 90% Design	July 2026
Final Design / Bid Documents	August 2026
Bidding and Procurement	September – October 2026
Construction Start	January 2027
Estimated Construction Completion	January 2029

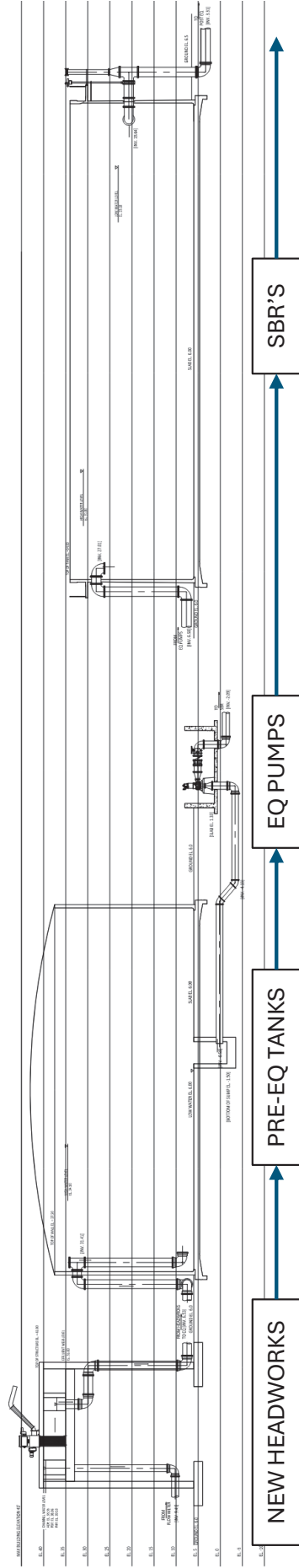
The exhibits attached to this memorandum are intended to provide a high-level visual overview of the proposed improvements and design development completed to date. The exhibits illustrate key project components including the proposed equalization tanks, headworks facility, hydraulic profile, odor control systems, blower platform modifications, pump station improvements, and associated site improvements. Additional design details will continue to be developed and refined through completion of the 90% and final design phases.

Enclosures: KLWTD EQ TANKS AND HEADWORKS PROGRESS EXHIBITS



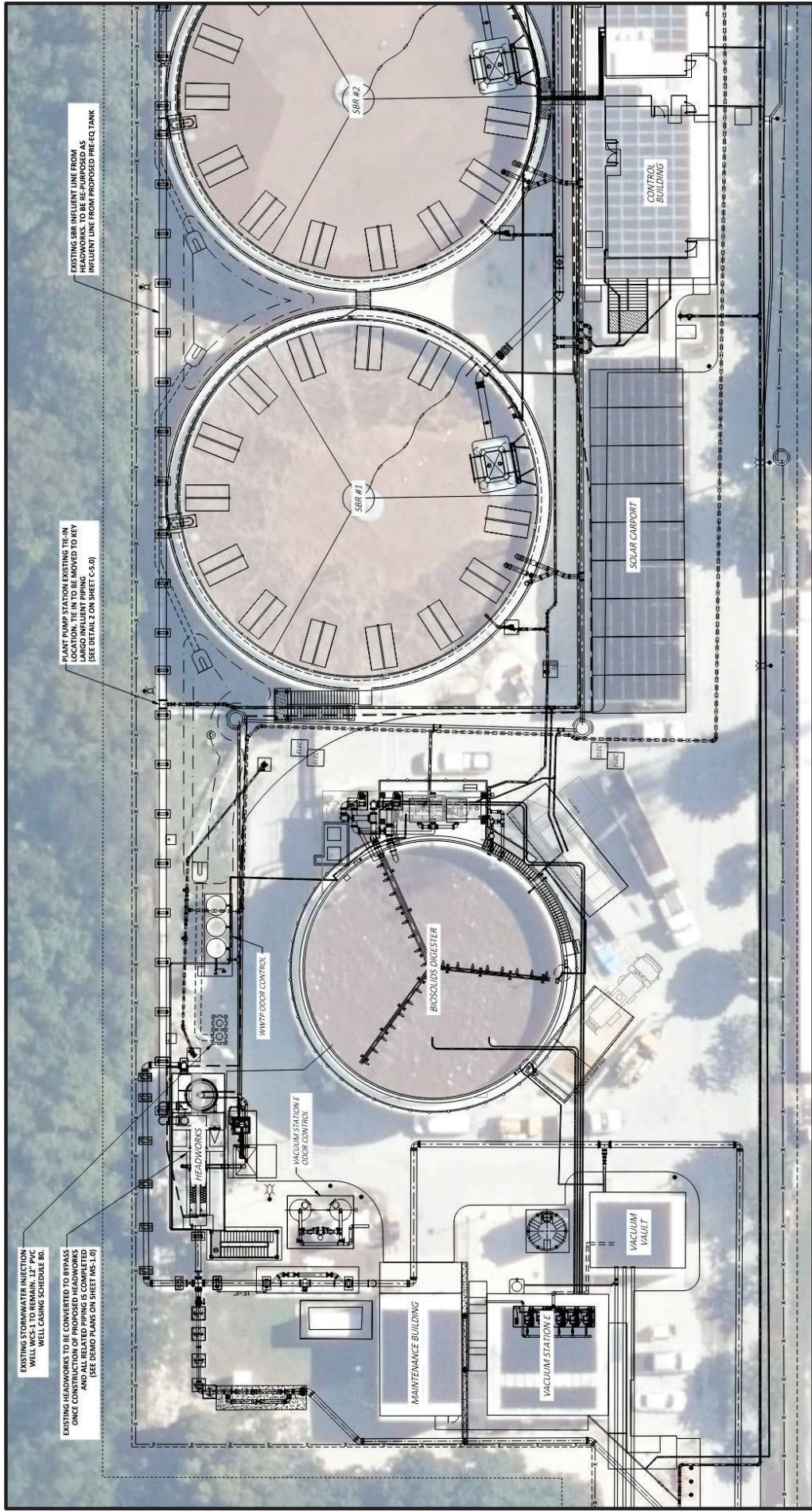
EXISTING HYDRAULIC PROFILE OF SYSTEM

SCALE: NTS

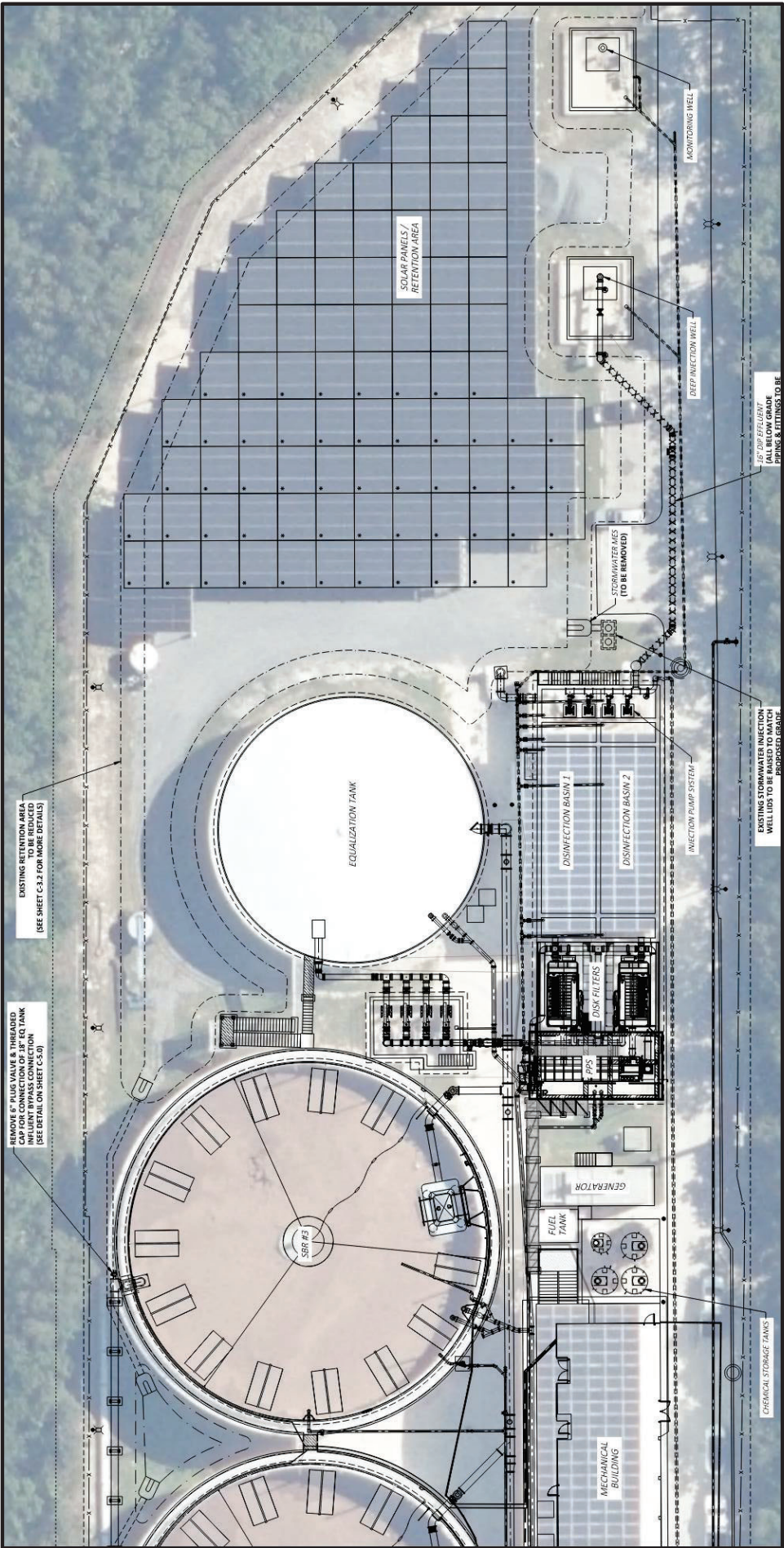


PROPOSED HYDRAULIC PROFILE OF SYSTEM

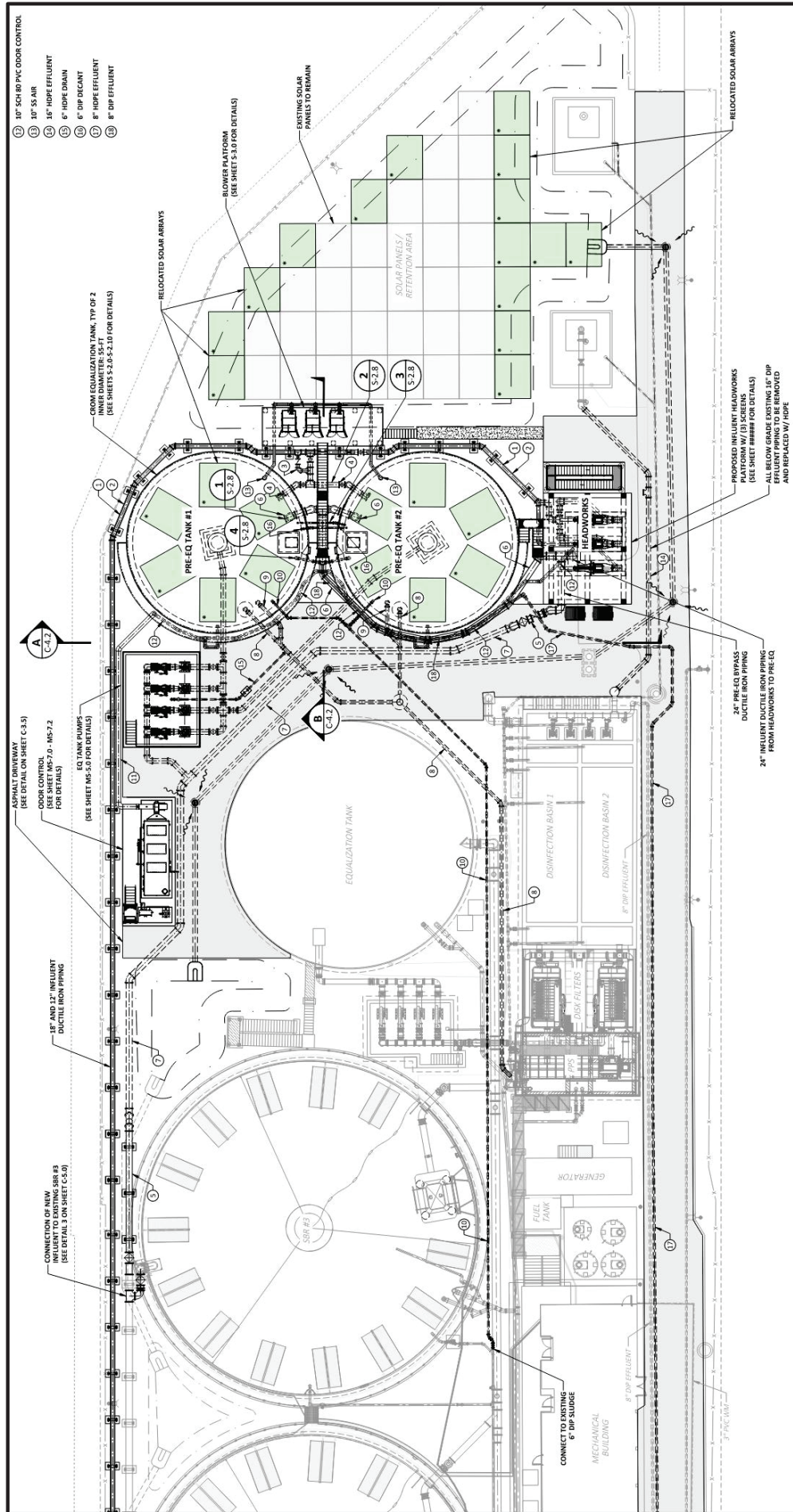
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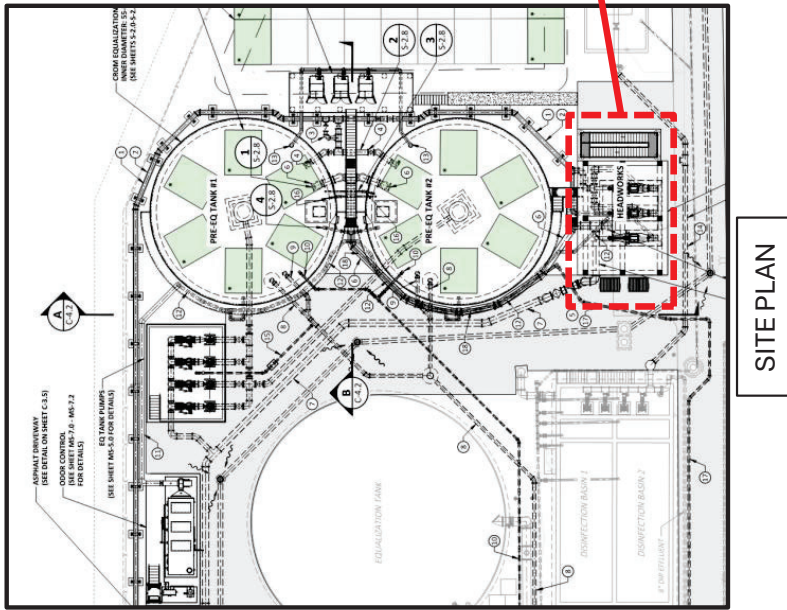
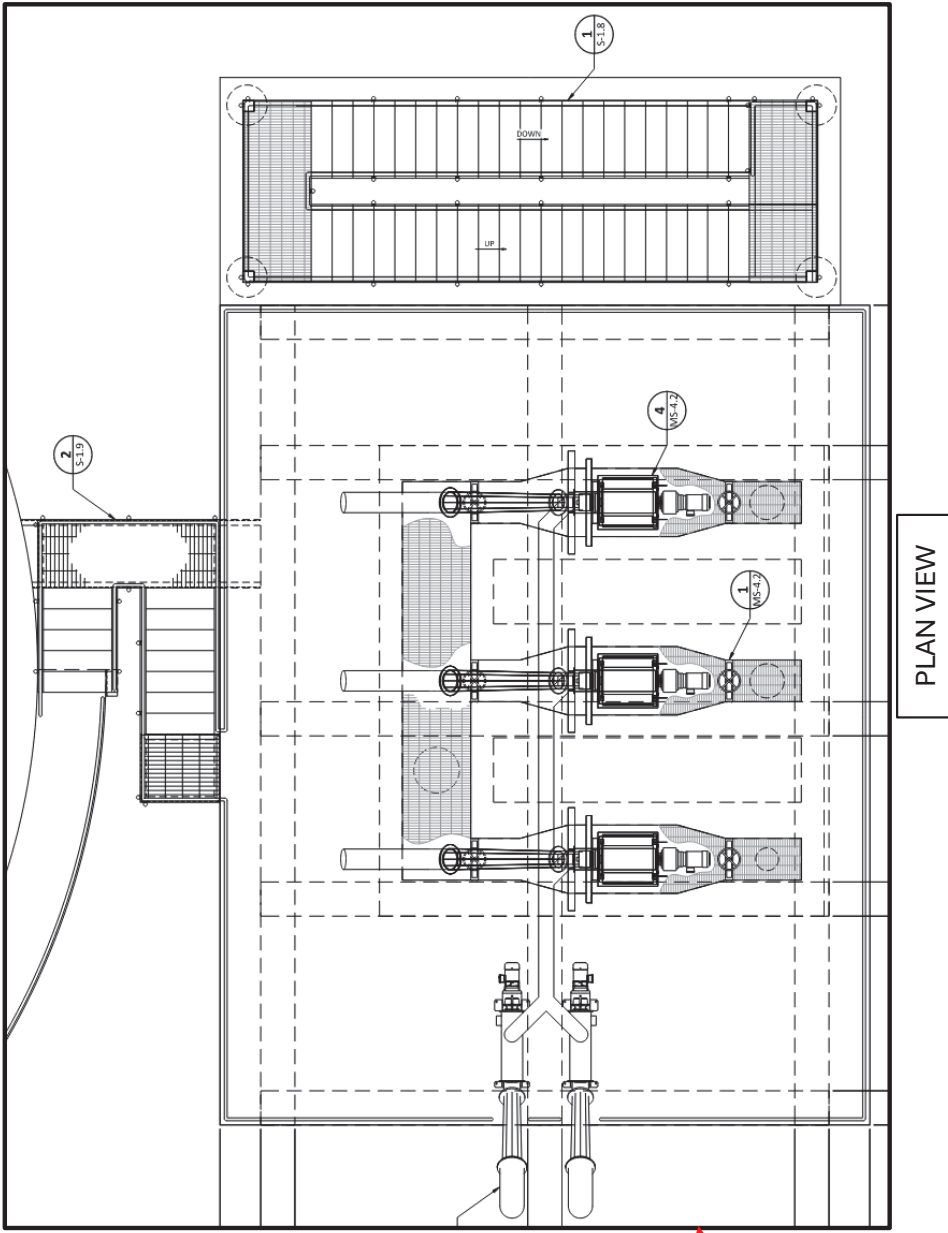
EXISTING SITE PLAN 1 OF 2



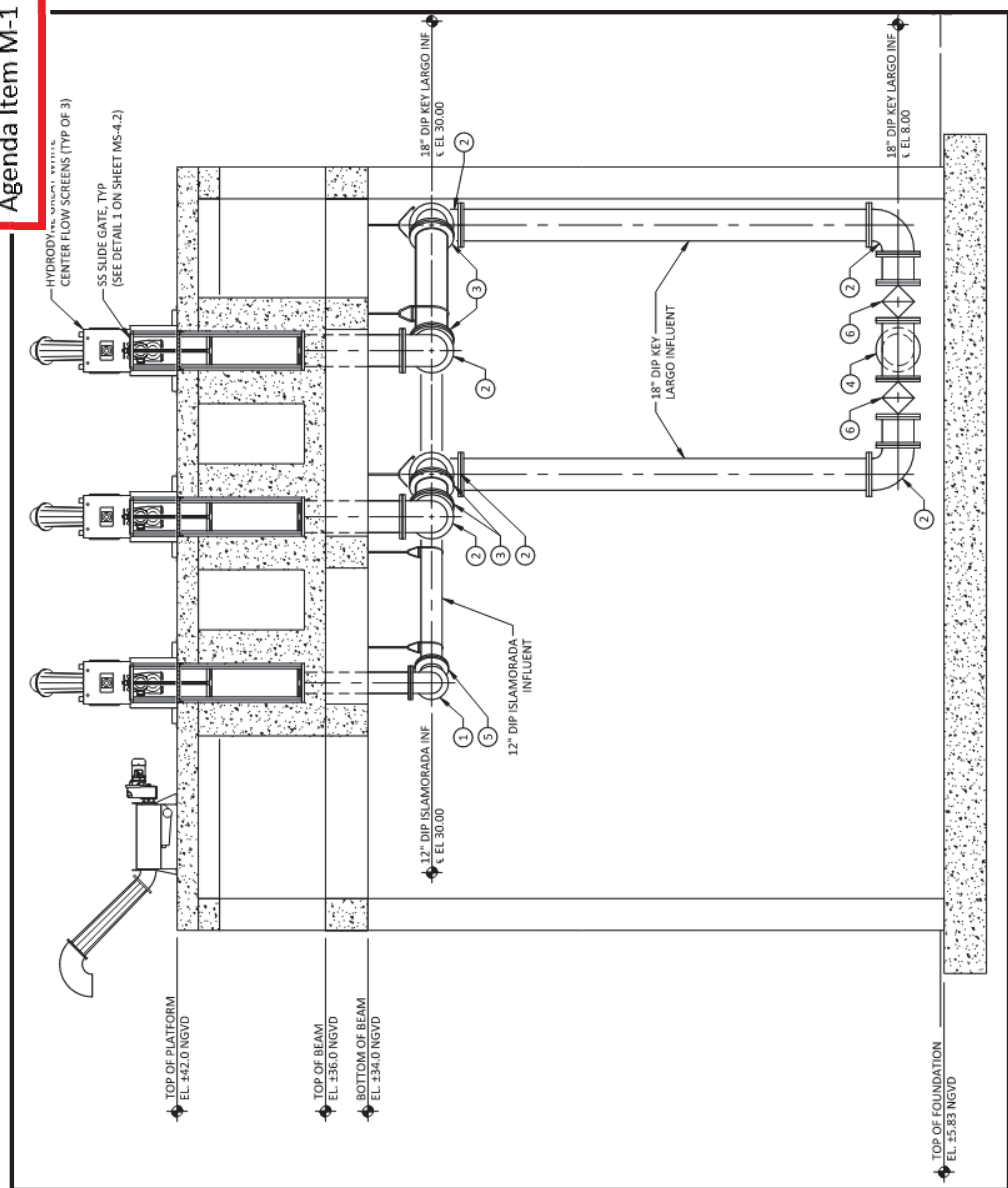
EXISTING SITE PLAN 2 OF 2



PROPOSED SITE PLAN 2 OF 2



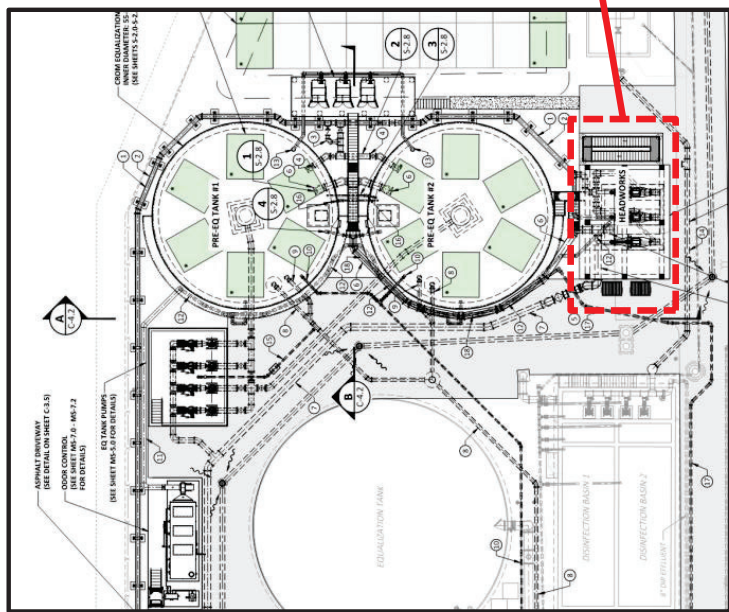
PROPOSED HEADWORKS – PLAN VIEW



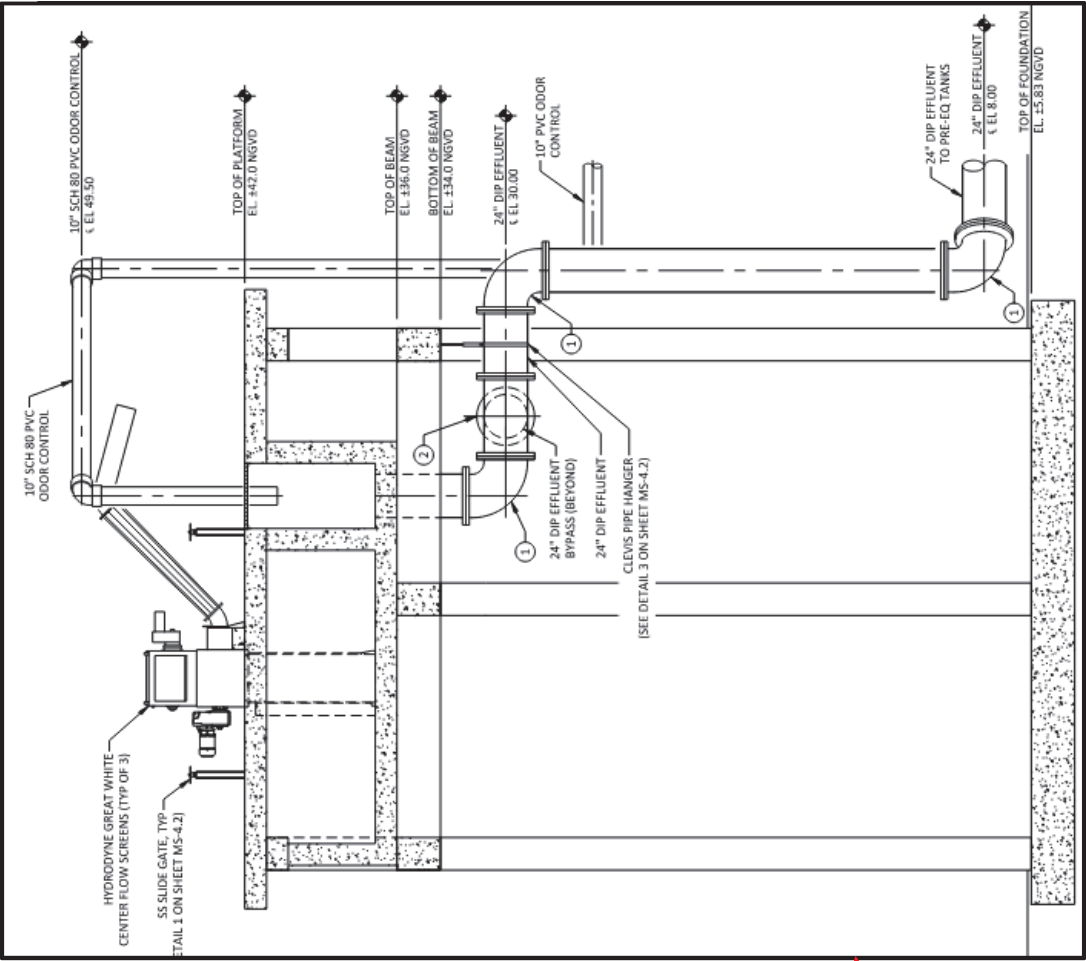
SECTION - INFLUENT PIPING

SCALE: 1/4"=1'-0"

PROPOSED HEADWORKS - SECTIONS

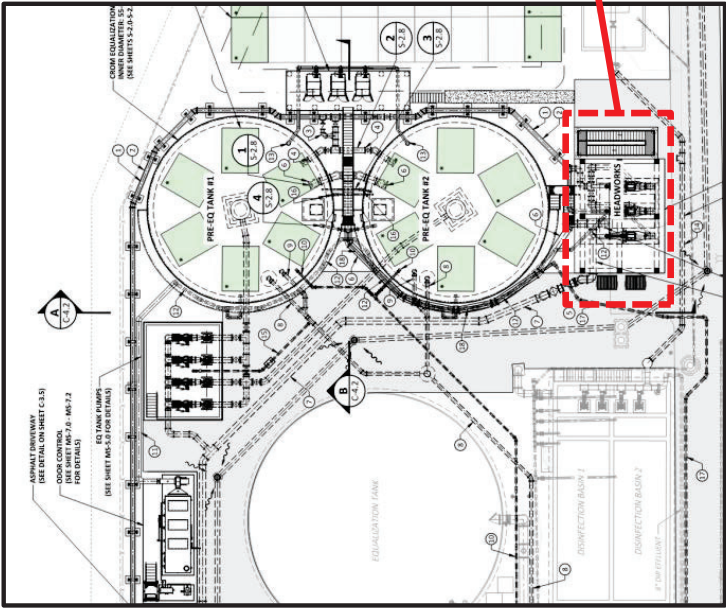


SITE PLAN

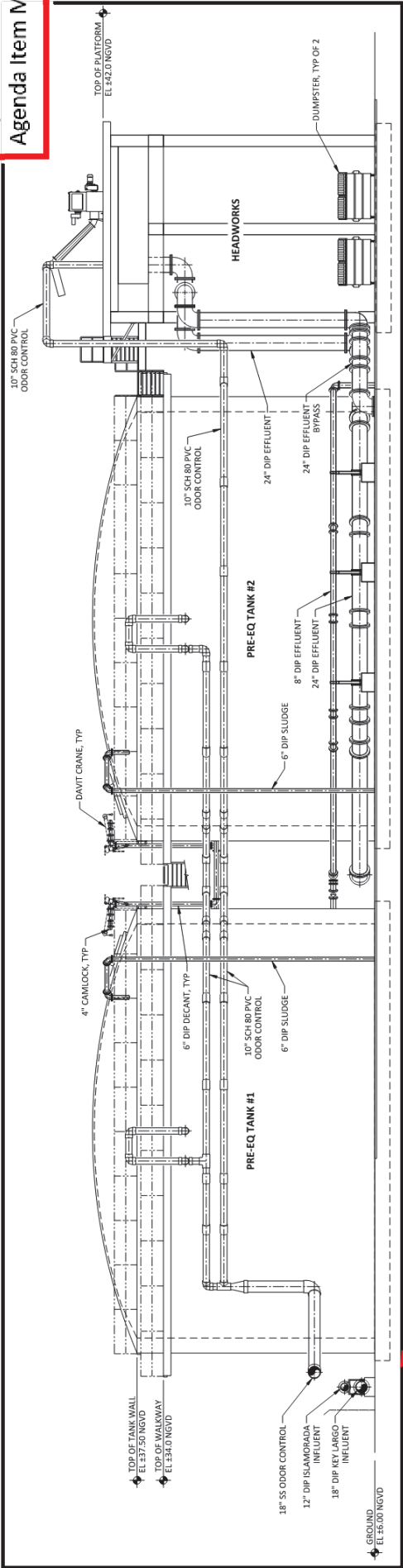


SECTION - EFFLUENT PIPING
MS-3.3 SCALE: 1/4"=1'-0"

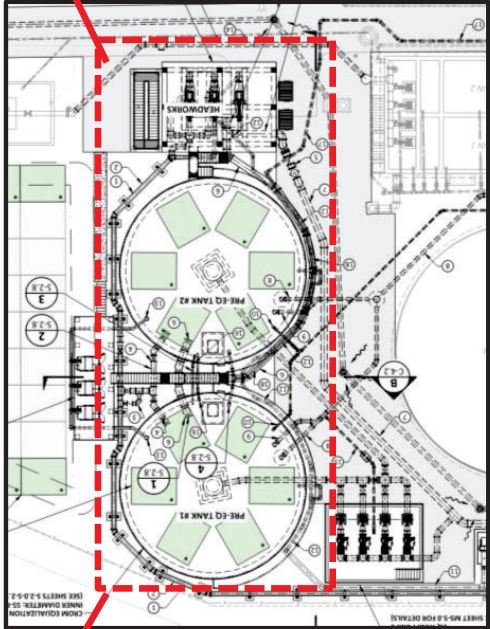
PROPOSED HEADWORKS - SECTIONS



SITE PLAN

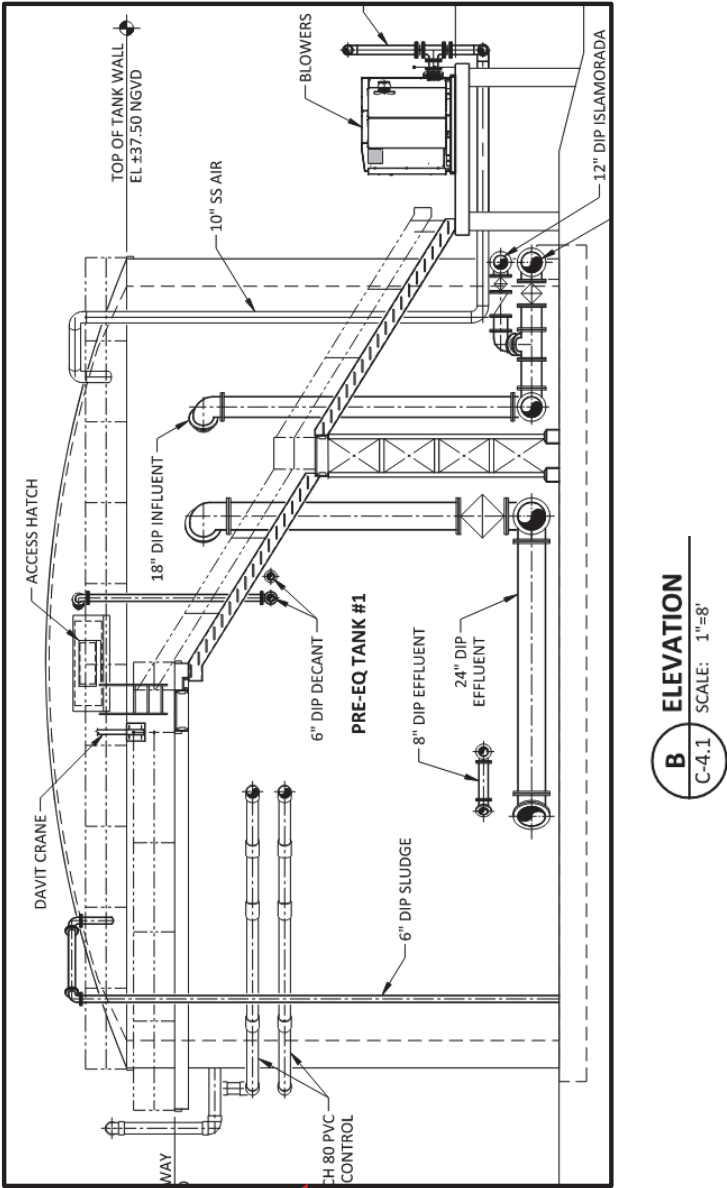
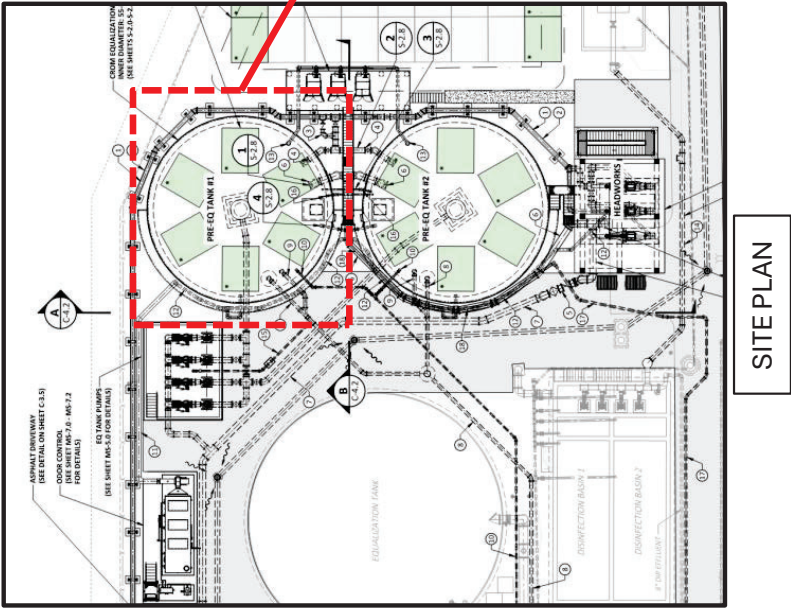


A ELEVATION
C-4.1 SCALE: 1"=8'

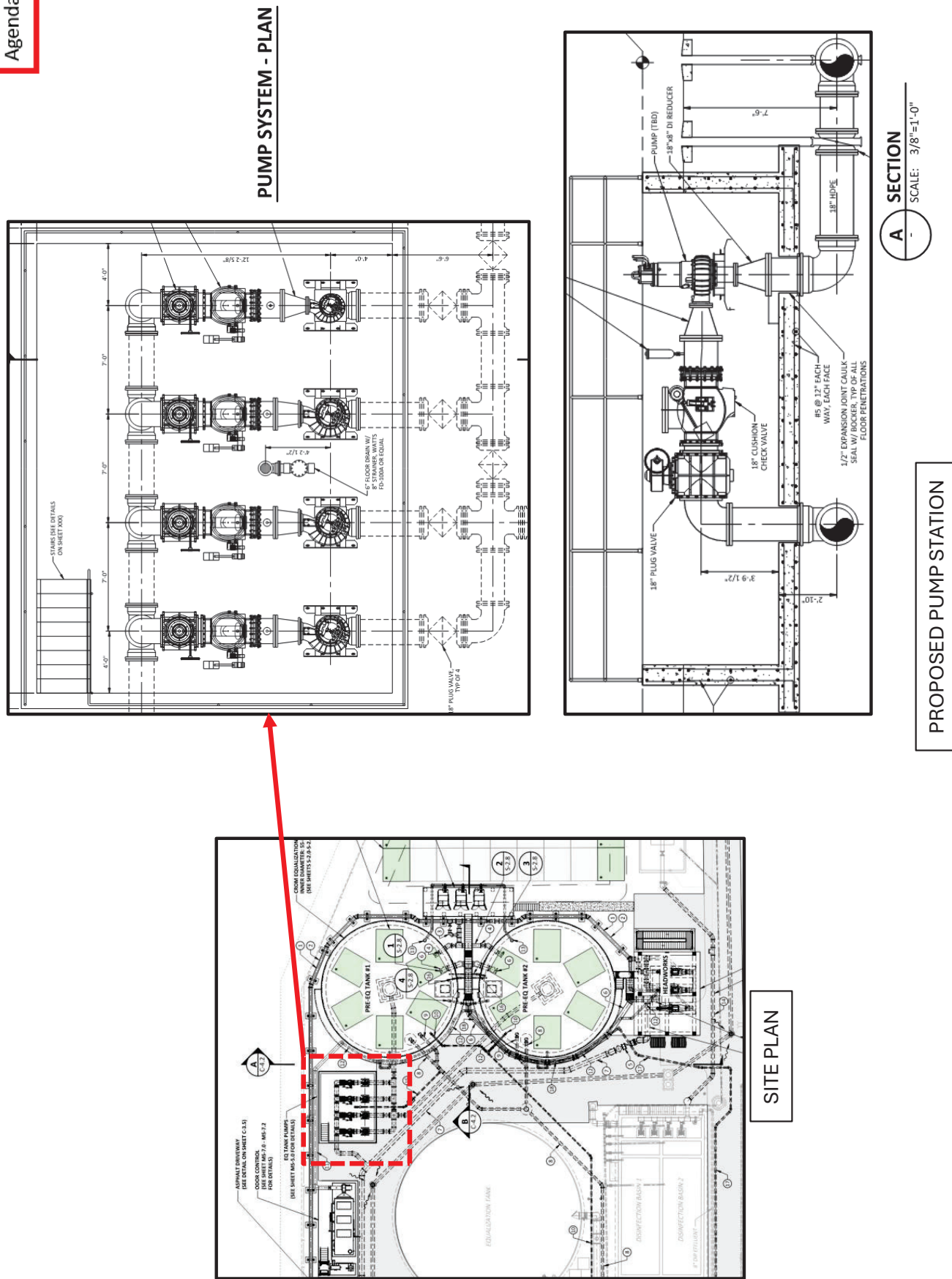


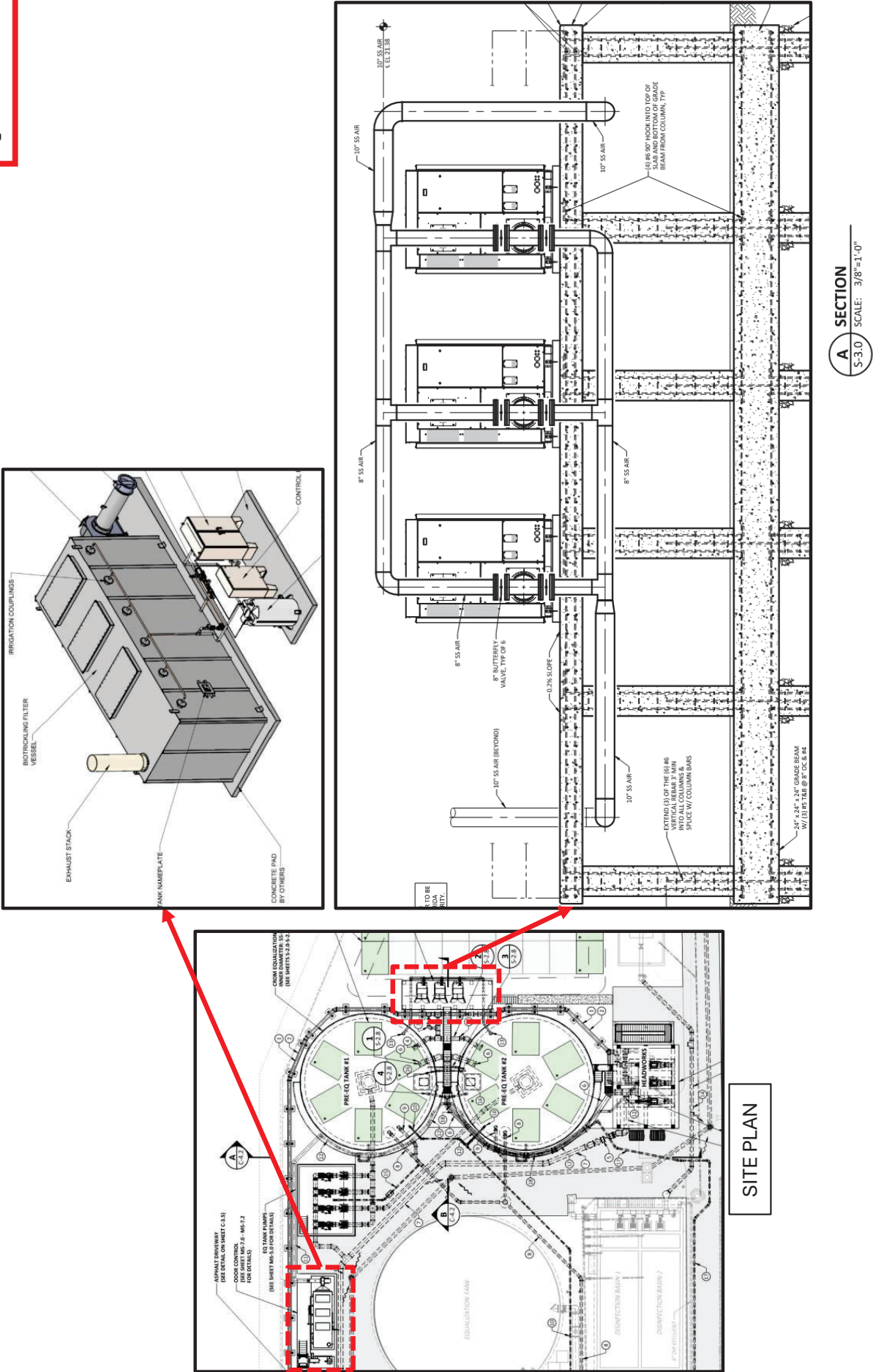
SITE PLAN

PROPOSED EQ TANKS & HEADWORKS - ELEVATION



PROPOSED EQ TANKS - ELEVATION





PROPOSED ODOR CONTROL & BLOWER PLATFORM

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

Meeting Date:

July 21, 2026

Agenda Item Number: I-1

Action Required:

No

Department:

Customer Service

Sponsor:

Alex Irizarry

Subject:

Customer Service Report - June 2026

Summary:

Mr. Irizarry will present the Customer Service 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

Approved By: _____

General Manager

Date: _____

7-16-26

Key Largo Wastewater Treatment District Customer Service Report

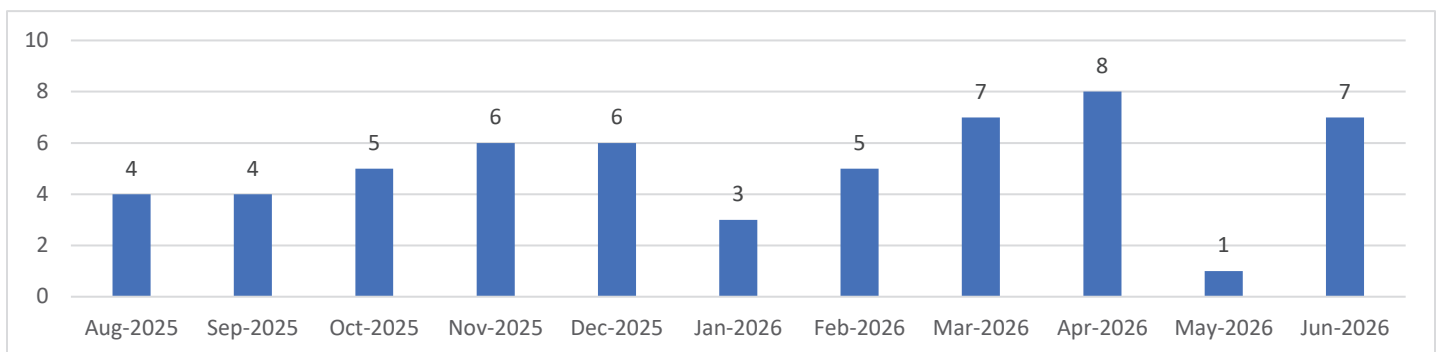
June 2026

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

Customer Service Requests

	Total
Back up	3
Billing	11
Construction	1
Demo	3
Field Department	4
Locate	2
MOD	1
NOA	4
Odor	2
Tie In Res	9
Total	40

Number of Completed Wastewater Connections



Completed Wastewater Connections of 7 Residential Properties:

- 8 Poisonwood Rd
- 109 Ellington Ct
- 209 Pimilico Ln
- 6 Janet Pl
- 97910 Overseas Hwy
- 1616 Monmouth Ln
- 46 Seagate Blvd

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

Meeting Date:
July 21, 2026

Agenda Item Number: K-1

Action Required:
No

Department:

Field

Sponsor:

Rudy Perez

Subject:

Field Report - June 2026

Summary:

Mr. Perez will present the Field monthly report.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____

\$

1. Monthly Report

Administration: _____

Finance: _____

Funding Source:

District Counsel: _____

N/A

District Clerk: _____

Budgeted:

Engineering: _____

N/A

Approved By: _____

General Manager 

Date: 7-16-26

Wastewater Field Operations

There were a total of **22 service calls** for the month of **June** of these **9 were system-generated alarms**, mostly by low vacuum detection at a vacuum station. The system-generated alarms were addressed quickly by the field staff of those **(8) systems generated** were found using the **(FVMS) Flo Vac Monitoring System**. The report shown below details the remaining **(13) customer calls**.

Date	Address	Incident	Response	KLWTD Issue
6/5/26	3 Oleander Ave	A customer called stating that the toilets were draining slow.	Upon Field Techs' arrival on site, they opened the sump lid and noticed that the level was down. They manually simulated pump twice to assure that all was working as should. They contacted homeowner to notify them of our findings. (HOMEOWNER ISSUE)	NO
6/6/26	24 Buccaneer Dr	A customer called stating that they were experiencing backup issues.	Upon Field Techs' arrival on site, the pit was functioning normally. The cleanout was checked and found dry and clear; pit was also simulated. Homeowner was notified to call a plumber. (HOMEOWNER ISSUE)	NO
6/6/26	106501 Overseas Hwy	Received a customer call stating that they were experiencing backup issues in the bathrooms at Circle K.	Upon field techs' arrival on site, they noticed that the pit had just discharged on its own. Techs opened the cleanout and found it dry and clear. Customer was notified and advised by calling a plumber. (CUSTOMER ISSUE)	NO

6/8/26	105075 Overseas Hwy	A customer called to notify us that the grinder pump alarm was going off.	Upon Field Techs' arrival on site, Techs found the alarm was going off. When trouble shooting the situation tech found that the grinder pump was not working. Pump was swapped out and brought in for repairs. Homeowner was notified.	YES
6/10/26	1314 Royal Palm Dr	We received a call from the County Sherifs Office concerning a valve lid misplaced on the road.	Upon Field Techs' arrival on site, apparently it was a water valve lid that was left off. Tech closed the lid and notified the water department. (NOT A KLWTD ISSUE)	NO
6/13/26	29 Coral Dr	The customer called to report what seemed to be a sewer odor outside their property.	Upon Field Techs' arrival on site, Techs found no odor coming from the vent. They opened the cleanout and the in-sump breather to assure the homeowner that the smell was not sewer related. Homeowner was satisfied. (NOT A KLWTD ISSUE)	NO
6/14/26	78 Ave D	The customer called in stating that they had sewage coming out the white pipe outside their house.	Upon Field Techs' arrival on site, Techs noticed that the sewage was coming up on the homeowner's side. The pit and the cleanout were observed and were found in proper working and clear conditions. Homeowner was present at our inspection and was advised to call a plumber. (HOMEOWNER ISSUE)	NO

6/16/26	97000 Overseas Hwy	Received a call from a plumber from (Nationwide) regarding a break on private property needing us to close our main shut-off valve.	Upon Field Techs' arrival on site, apparently the private valve was not closing properly. Techs closed the main shut off valve so that the proper repairs were made on the private side at Hawks Kay Resort. (PRIVATE ISSUE)	NO
6/17/26	98970 Overseas Hwy	Customer called in stating that they hadn't heard the air terminal make any noise and that their toilets were slowly draining. Would like for us to see if everything was working properly.	Upon Field Techs' arrival, techs opened the buffer tank that's connected to the property and manually discharge and simulated it. They also checked the cleanout and found it to be clear of debris or any potential backups. Customer was notified. (CUSTOMER ISSUE)	NO
6/18/26	25 Gasparilla Dr	Customer called to report a strong odor coming from our Vacuum Station.	Upon Field Techs' arrival at Vac Station G, the techs and supervisor did not smell any odor coming from the odor control or vacuum station itself. They did pick up a strong odor coming off the highway. There have been multiple calls from the area, especially from the ocean side. All investigation concluding odor is coming from the sargassum. (NOT A KLWTD ISSUE)	NO
6/23/26	57 N Bounty Ln	Customer called to report a possible back up.	Upon Field Techs' arrival, techs inspected the cleanout and found it to be clear or any potential backups. Pit was manually discharged as well. Notified the homeowner that all was working accordingly and advised them to call a plumber. (HOMEOWNER ISSUE)	NO

6/28/26	30 Jean Lafitte Dr	Customer called stating that they were experiencing back up difficulties.	Upon Field Techs' arrival on site, the pit was functioning normally. The cleanout was checked and found dry and clear; pit was also simulated. Homeowner was advised to call a plumber. (HOMEOWNER ISSUE)	NO
6/30/26	292 Buttonwood Shores	Customer called stating that they sewage backing up into the bathtub.	Upon Field Techs arrival, the pit was manually discharged and the cleanout was checked. No issue was found, homeowner was notified and advised calling a plumber. (HOMEOWNER ISSUE)	NO

Area Addressed with the Flow Vac Monitoring System

Date	Address	Incident	Response	Issue Found
6/4/26	Calder Buffer Tank	Received a low vacuum alarm call from Vac Station D	Field Tech isolated the tank valves to determine an area. Once determined they used the (FVMS) to find the issue.	Fernco Issue
6/4/26	1507 Shaw Dr	Received a low vacuum alarm from Vac Station D	Field Tech isolated the tank valves to determine an area. Once determined they used the (FVMS) to find the issue.	Bad Valve
6/6/26	1037 Adams Dr	Received a low vacuum call from Vac Station D	Field Tech isolated the tank valves to determine an area. Once determined they used the (FVMS) to find the issue.	Bad Valve

6/7/26	413 Mahogany Circle	Received a low vacuum call from Vac Station D	Field Tech checked on the (FVMS) and went straight to the address with the issue	Bad Valve
6/7/26	558 Gordon Circle	Received a low vacuum call from Vac Station D	Field Tech checked on the (FVMS) and went straight to the address with the issue	Debris in Valve
6/11/26	1046 Snapper Ave	Received a low Vacuum call from Vac Station I	Field Tech checked on the (FVMS) and went straight to the address with the issue	Bad Valve
6/15/26	174 Sunset Garden Dr	Received a low vacuum call from Vac Station I	Field Tech isolated the tank valves to determine an area. Once determined they used the (FVMS) to find the issue.	Bad Controller
6/21/26	100 Burton Dr	Received a low vacuum call from Vac Station JK	Field Tech checked on the (FVMS) and went straight to the address with the issue	Bad Controller

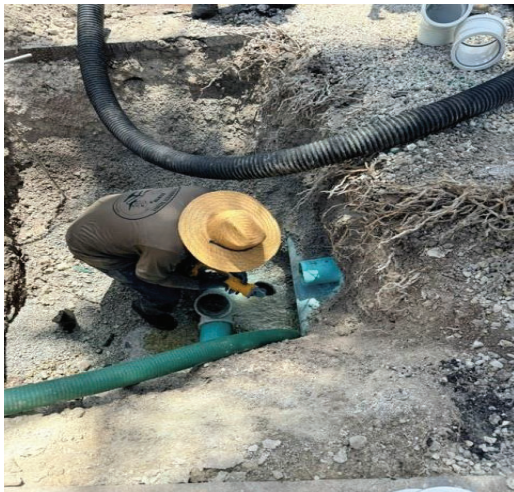
The (1) System Generated Calls Not in (FVMS)

6/22/26	325 Calusa Lot # 89	Received a low vacuum call from Vac Station E	Field Tech isolated tank valve to determine an area. Once determined they noticed that the issue was not shown on the Flo Vac monitoring. Using Iso Street Valves, issue was found in Calusa Campground. Tech drove till finding the problem.	Bad Controller
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237 Buttonwood Shores I & I Repair Broken 6" Elbow



28 Mangrove Lane I & I Repair Broken 6" Elbow (Part I)



28 Mangrove Lane I & I Repair Broken 6" Elbow (Part II)



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

Meeting Date:

July 21, 2026

Agenda Item Number: L-1

Action Required:

No

Department:

Plant/Facilities

Sponsor:

Ryan Dempsey

Subject:

Plant/Facilities Report - May 2026

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

Approved By: _____

General Manager

Date: _____

7-16-26

Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 2.04 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

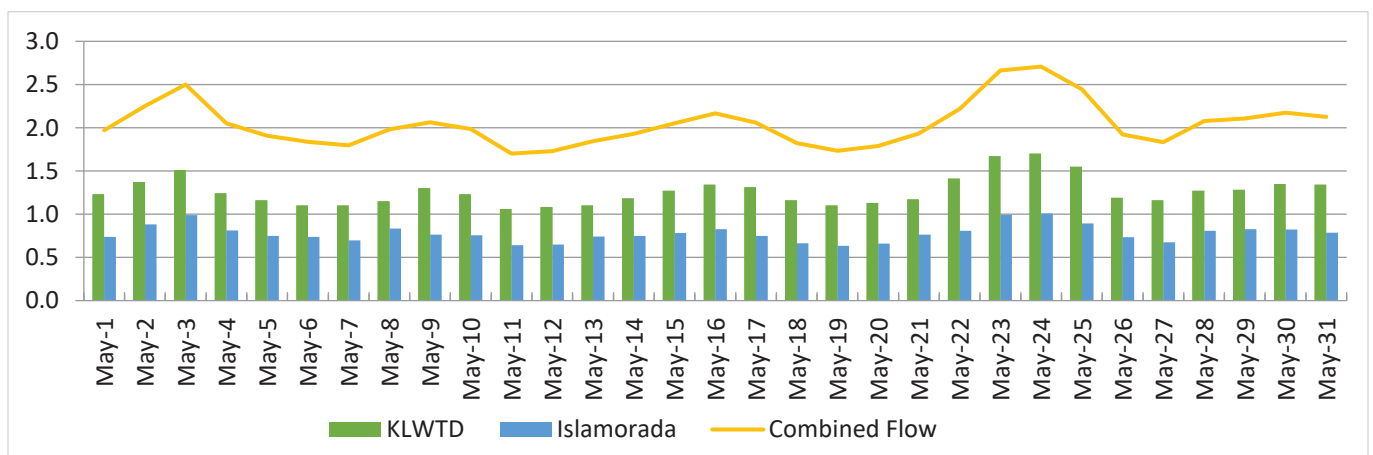
Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

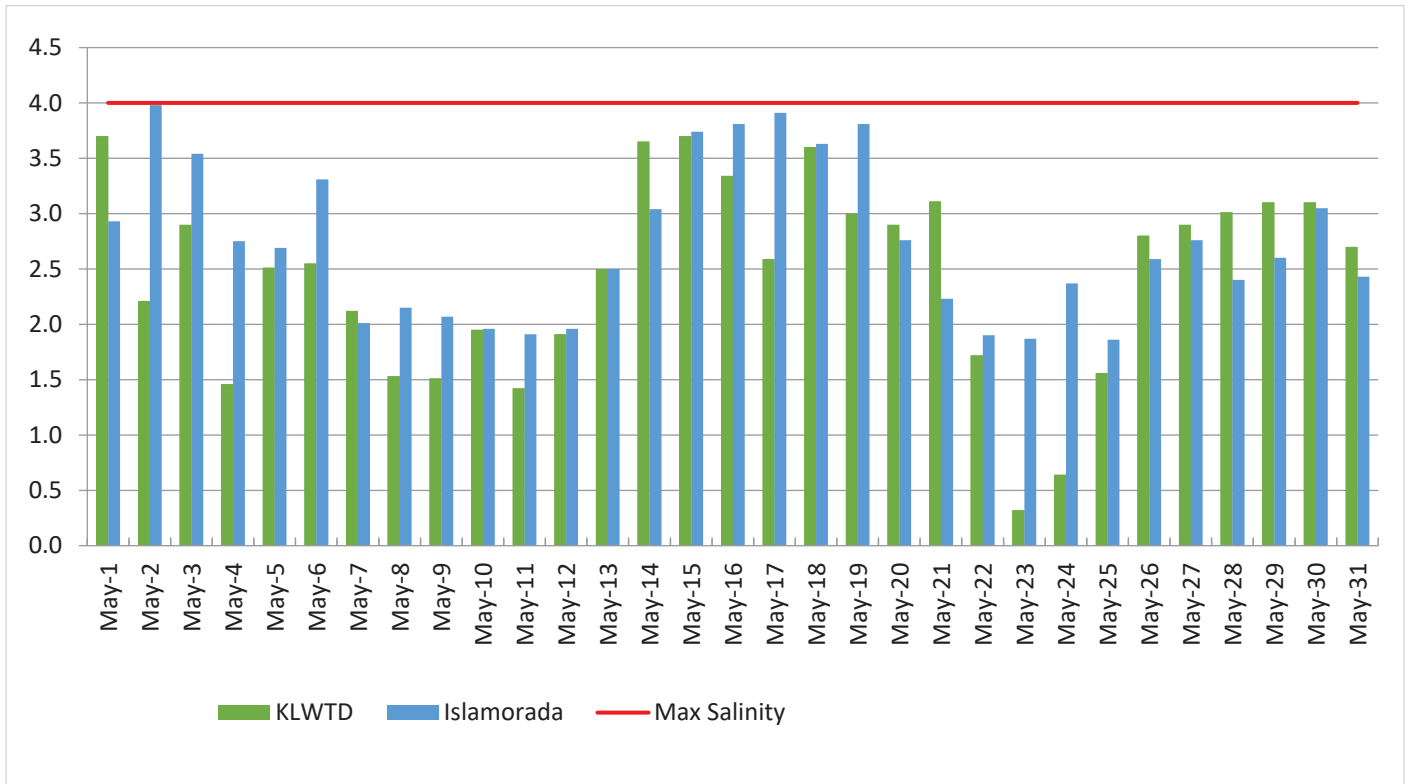
Effluent Quality Report	May 2026 Plant Performance	12 Month Average Plant Performance	Effluent Limits
CBOD5 (Carbonaceous Biochemical Oxygen Demand)	1.3	2.1	5
TSS (Total Suspended Solids)	1.4	1.1	5
TN (Total Nitrogen)	3.7	3.9	Report only
TP (Total Phosphorous)	.9	.7	Report only

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: .779 MGD

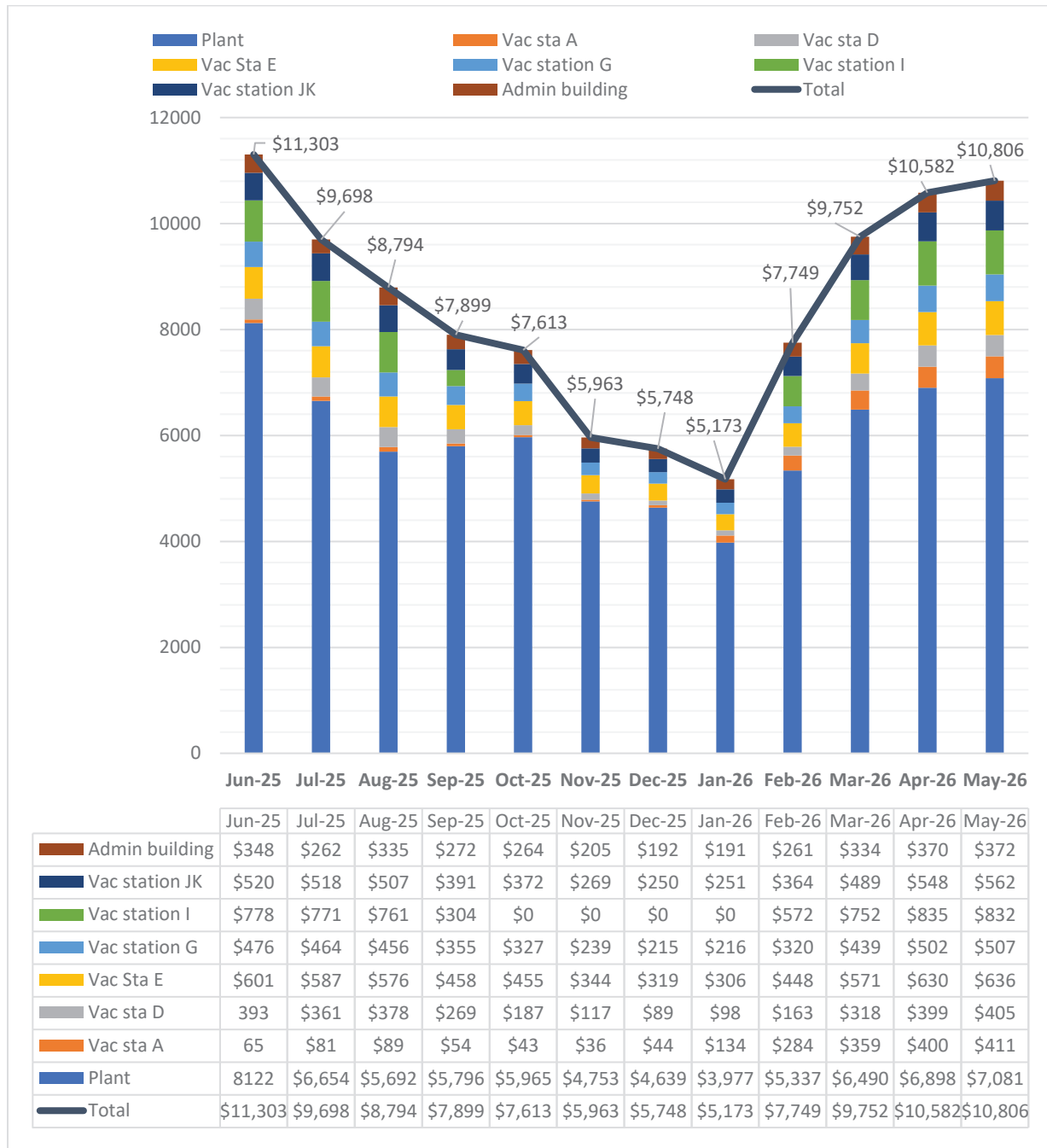
Highest Daily Flow: 1.0 MGD

Monthly Peak Salinity: 3.98 PPT

Days over 4.0 PPT Salinity: 0

3-month average of Islamorada flow capacity (1.104 MGD): 73%

Solar Production Report

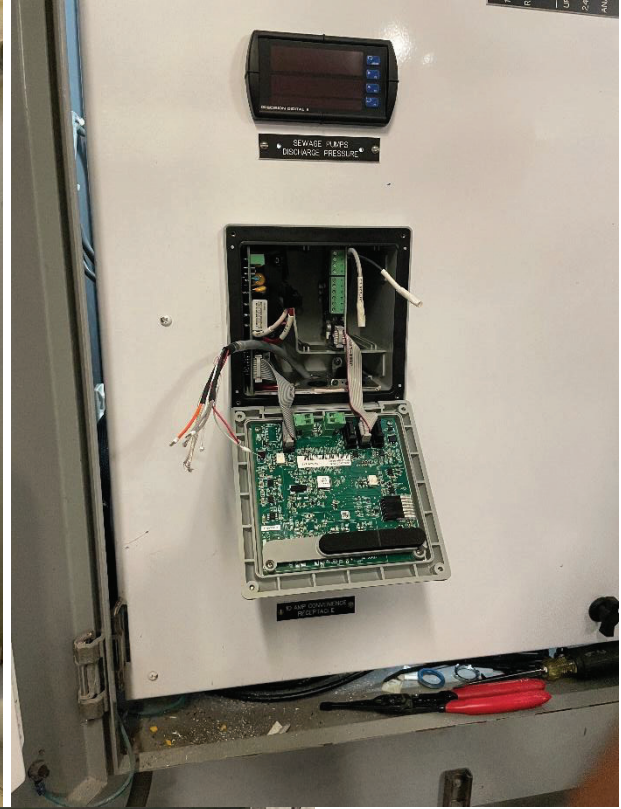


12 month production estimate for all sites: \$101,080

Vacuum station salinity probe and sight tube upgrade

New clear PVC sight tubes, valves, and fittings were installed, and new upgraded salinity probes were installed at the bottom of the sight tube assemblies at Vacuum stations A, D, E, G, I, and JK.





Injection well pump motor overhaul



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

Meeting Date:
July 21, 2026

Agenda Item Number: M-1

Action Required:
No

Department: Capital Projects
Sponsor: Steve Suggs

Subject:
Capital Projects Report - June 2026

Summary:
Mr. Suggs will present the Capital Projects monthly report.

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

Approved By:  Date: 7-16-26
General Manager

Key Largo Wastewater Treatment District Capital Projects Report

Including updates through June 2026

Current Capital Projects

Effluent Filtration Upgrades (LPA0243)			
Original Contract Amount:	\$3,043,820.00	Funding Source:	FDEP Stewardship (LPA0243)
Current Contract (Including ODP's, CO's, Amendments):	\$3,343,823.76	Estimated Engineering and Other Costs Percentage:	15%
Construction Paid to Date:	\$2,882,800.16	Engineering Paid to Date:	\$502,811.25 (15.0%)
Retainage Held?	Yes, 5%	Project Completion:	88%
Balance to Complete:	\$461,023.60	On Schedule?	No
Contract Start Date:	05/18/2023	In Liquidated Damages?	Yes
Contract Substantial Completion:	06/17/2025	Days in Liquidated Damages and Rate:	399 days at \$1,000/day
Contract Final Completion:	07/17/2025	Total Liquidated Damages:	\$399,000
<u>Project Updates:</u> - Evoqua submitted their Final Inspection Report Summary on July 18th, 2025, attributing the corrosion issues to process/reuse water and stagnant conditions rather than workmanship. - The filter was delivered to the KLWTD WWTP site on March 13th, 2026 and was set in place and attached to the existing piping network. - Filter start-up was scheduled for the week of April 27th, 2026 with Evoqua on-site. Fitting spray bar nozzles, testing of control panel and disc drive occurred. During start-up, an issue was identified with the backwash pump motor, which required repair or replacement before the system can be fully tested and placed into operation. - Evoqua's startup activities were halted after the backwash pump failed, preventing completion of filter commissioning and placement into service. - Evoqua has ordered an exact stainless steel cased replacement backwash pump from Grundfos in mid-June, with a lead time of 30-weeks expected for arrival. - Due to the unresolved pump failure, incomplete commissioning, and other outstanding work and contract requirements, KLWTD and Apex issued a Notice to Cure to Reynolds Construction requiring a recovery plan to accomplish timely completion of the remaining work.			

Collection System Monitoring (LPA0424)			
Original Contract Amount:	\$7,575,677.00	Funding Source:	USACE & FDEP Stewardship (LPA0424)
Current Contract (Including ODP's, CO's, Amendments):	\$9,893,632.00	Estimated Engineering and Other Costs Percentage:	15%
Construction Paid to Date:	\$8,873,253.46	Engineering Paid to Date:	\$1,087,404.00 (11.0%)
Retainage Held?	Yes, 5%	Project Completion:	92%
Balance to Complete:	\$1,020,378.54	On Schedule?	Yes
Contract Start Date:	07/26/2022	In Liquidated Damages?	No
Contract Substantial Completion:	07/21/2026	Days in Liquidated Damages and Rate:	0 days at \$500/day
Contract Final Completion:	08/20/2026	Total Liquidated Damages:	N/A
<u>Project Updates:</u> • Work is completed in Basins A, B, C, D, F, G, H, I and JK. • Sensor installation is 100% complete (Note: This is only sensors and does not include other aspects of the project). Walkthroughs and final completions have been completed for all basins. • Valve rebuilds have been completed with a total of 3,000 rebuilds. • IVC and Flovac have completed installation of the vacuum monitoring system across all 2,967 vacuum pits and buffer tanks. Completion documentation was finalized in January and provided to KLWTD. • Grinder Pump/Low-Pressure monitoring installation has been completed with all 156 monitoring sensors installed for the project. • Flovac continued progress on the preparation to install the force main/high-pressure monitoring system. • Substantial completion documentation for the valve rebuilds was completed in June. • Throughout June, KLWTD and Flovac continued coordination on the monitoring device configuration. Flovac installed 4 of the 30 proposed force main pressure sensors and have been verifying that the sensors are calibrated and providing accurate readings. Additionally, discussions have been held for clarification regarding the materials used for installation to minimize potential impacts to the force main in the unlikely event of an incident. • The construction progress meeting was held on June 2nd, 2026 with KLWTD, APEX, and Flovac staff.			

Power Conditioning and Electrical Upgrades at the WWTP (LPA0426)			
Original Contract Amount:	\$2,670,450.00	Funding Source:	R&R & FDEP Stewardship (LPA0426)
Current Contract (Including ODP's, CO's, Amendments):	\$3,209,145.53	Estimated Engineering and Other Costs Percentage:	15%
Construction Paid to Date:	\$2,569,886.80	Engineering Paid to Date:	\$546,650.05 (17.0%)
Retainage Held?	Yes, 5%	Project Completion:	81%
Balance to Complete:	\$639,258.73	On Schedule?	Yes
Contract Start Date:	01/22/2025	In Liquidated Damages?	No, Time-Ext Pending
Contract Substantial Completion:	07/08/2026	Days in Liquidated Damages and Rate:	0 days at \$1,000/day
Contract Final Completion:	08/07/2026	Total Liquidated Damages:	N/A
<u>Project Updates:</u> - Exterior conduit installation is 100% complete, providing infrastructure for power, signal, and camera systems serving plant equipment and instrumentation throughout the facility, including the SBR/digester areas, Post EQ tank area, CCC platform, and other site infrastructure. - Electrical room modifications continued, along with coordination of voltage regulation transformer procurement, ATS and disconnect placement, and wiring. - The additional conductors pulled from the transformer have been routed through the current ATS and are ready for termination in new ATS during the planned shutdown on 6/10. - The Shutdown for the ATS connection was split into two nights to allow for the main service to be connected on the first night and the Generator connections to be made in the subsequent night shutdown. - Inspection reports continued to document open items and quality-control items, including conduit fitting adjustments at select GFCI locations and surface cleanup on walkways. - Pedro Falcon continued work on extending the lightning protection system at the west end of the wastewater treatment plant to allow for compliance with UL certifications. - The SureVolt unit is currently in production at the factory, with a tentative delivery date of Late August. - Pedro Falcon, KLWTD, and APEX staff attended construction progress meetings on June 10th and June 24th, 2026.			

Vacuum Stations Odor Control (KG004)			
Original Contract Amount:	\$4,009,141.26	Funding Source:	R&R & FDEP Stewardship (KG004)
Current Contract (Including ODP's, CO's, Amendments):	\$4,009,141.26	Estimated Engineering and Other Costs Percentage:	15%
Construction Paid to Date:	\$3,080,404.43	Engineering Paid to Date:	\$295,618.50 (7.4%)
Retainage Held?	Yes, 5%	Project Completion:	70%
Balance to Complete:	\$928,736.83	On Schedule?	Yes
Contract Start Date:	03/28/2025	In Liquidated Damages?	No
Contract Substantial Completion:	08/18/2026	Days in Liquidated Damages and Rate:	0 days at \$1,000/day
Contract Final Completion:	09/17/2026	Total Liquidated Damages:	N/A
<u>Project Updates:</u> - As of October 22nd, 2025, all (6) sets of Odor Control Tanks arrived at their respective vacuum station; All tanks have been delivered in acceptable condition. - Final connections have been completed at all vacuum stations. The new Odor Control systems are operational at all vacuum stations. - Vacuum Station E effluent odor line drainage has been installed. - Contractor has completed removal of existing Odor Control Systems. - Contractor is continuing to work on the swale restoration and sod installation at Vacuum Station D. - Contractor completed coating of concrete slabs at Vacuum Stations A, D, E, G, I, and J/K. Touch up coating work is in progress. - A time extension of 195 days has been granted via change order to allow for sufficient time to receive and install the new generators. Generators are expected to arrive at Vacuum Station A and D by the end of July 2026. - Inspections were completed by Apex at all vacuum stations throughout April, and an outstanding items list was provided to Belle Construction on April 28th by Apex. The list details items to be addressed by Belle Construction, such as finishing coatings, asphalt patch work, and installation of ports. All items in the outstanding items list have been addressed. - Contractor followed up with Cummins regarding the generator delivery schedule and prepared PCO's for the options associated with replacement of Vac Station E's Generator belly fuel tank, additional flanges for odor control maintenance, and I-beam supports for the new fuel tanks. - Vacuum Station A & D's generator delivery is scheduled for July 28th.			

Upcoming Capital Projects

EQ Tanks and Headworks Project (LPA0425)			
Expected Project Cost	\$13,480,320.00	Est. Design	90%
Existing State Funds	\$6,547,280.00	Est. Design Completion	August 2026
Funding Source	FDEP Resilient Florida & Stewardship (LPA0425)	Est. Construction Dates	January 2027 – January 2029

Project Status:

The EQ Tanks and Headworks Project includes two (2) new 500,000-gallon pre-equalization tanks, a new headworks screening system, and related appurtenances and improvements. The 90% design plans are currently in progress following the design revision from the original single 1.0-million-gallon pre-equalization tank to the current dual tank configuration. The team is continuing to coordinate with CROM on the revised tank drawings, including updated tank penetrations, loading criteria, and other requirements necessary to finish the tank and floor design. Coordination with equipment manufacturers also remains ongoing for key components such as odor control, aeration diffusers, headworks screens, and the screening disposal system to confirm compatibility with the updated tank design. Apex is continuing progress toward the 90% set with updates to the site layout, structural, electrical, P&ID, and development of process logic for normal operation. A geotechnical analysis of the site has been completed by Universal Engineering Services, and recommendations have been provided for the structural foundation of the proposed improvements. Other outstanding items include completion of the FDEP WWTP Operation Permit including permit modification for the dual tank design, coordination with Aqua-aerobics for integration of the SBR controls and SCADA, and ERP permit modifications for the proposed stormwater system alterations.

Critical Systems Resilience and Mitigation Upgrades			
Expected Project Cost	\$15,957,588.00	Funding Source	FDEP Resilient Florida & Stewardship
Existing State Funds	\$7,978,794.00	Est. Construction Dates	Jan 2027 – Jan 2029

Project Status:

Vacuum Tank Upgrades: This project includes replacement of existing steel vacuum tanks at all KLWTD vacuum stations with new corrosion-resistant fiberglass reinforced plastic tanks. Design work remains underway for Vacuum Station A and E tanks. The Vacuum Station E design plans are nearing the 60% completion milestone. With input from KLWTD staff, the proposed location of the Vacuum Station E replacement tank is being carefully evaluated and selected to help maintain vacuum pressure in the far reaches of the E and F service areas during the tank replacement process. *Est. Design Completion: Aug 2026.*

Ductile Iron Pipe Rehabilitation Project: This project rehabilitates ~4,200 linear ft of corroded ductile iron pipes at the Key Largo Wastewater Treatment Plant using CIPP lining for larger mains and selective HDPE open-cut replacement for smaller or severely deteriorated sections. KLWTD staff have exposed select subgrade pipes for corrosion analysis and field survey verification. Design has reached approximately 60% for the pipe rehabilitation and replacement. The project also includes asphalt work, replacement of the PVC fire main, new isolation valves and SCADA-integrated flow meters and salinity meters on NTM & STM, improving system control. *Est. Design Completion: Aug 2026.*

Floodproofing WWTP & Vacuum Stations: Project is in the conceptual design phase and was included within the Resilient Florida grant funding project request.

Power Conditioning at Vacuum Stations: Project is in the preliminary design phase and was included within the Resilient Florida grant funding project request.

Project Construction Photos



Figure 1: Pedro Falcon Connecting Main Service Conductors to New 2500 kVA ATS



**Figures 2 & 3: Finalized Conductor Connections in New 2500 kVA ATS
Project Construction Photos Cont.**

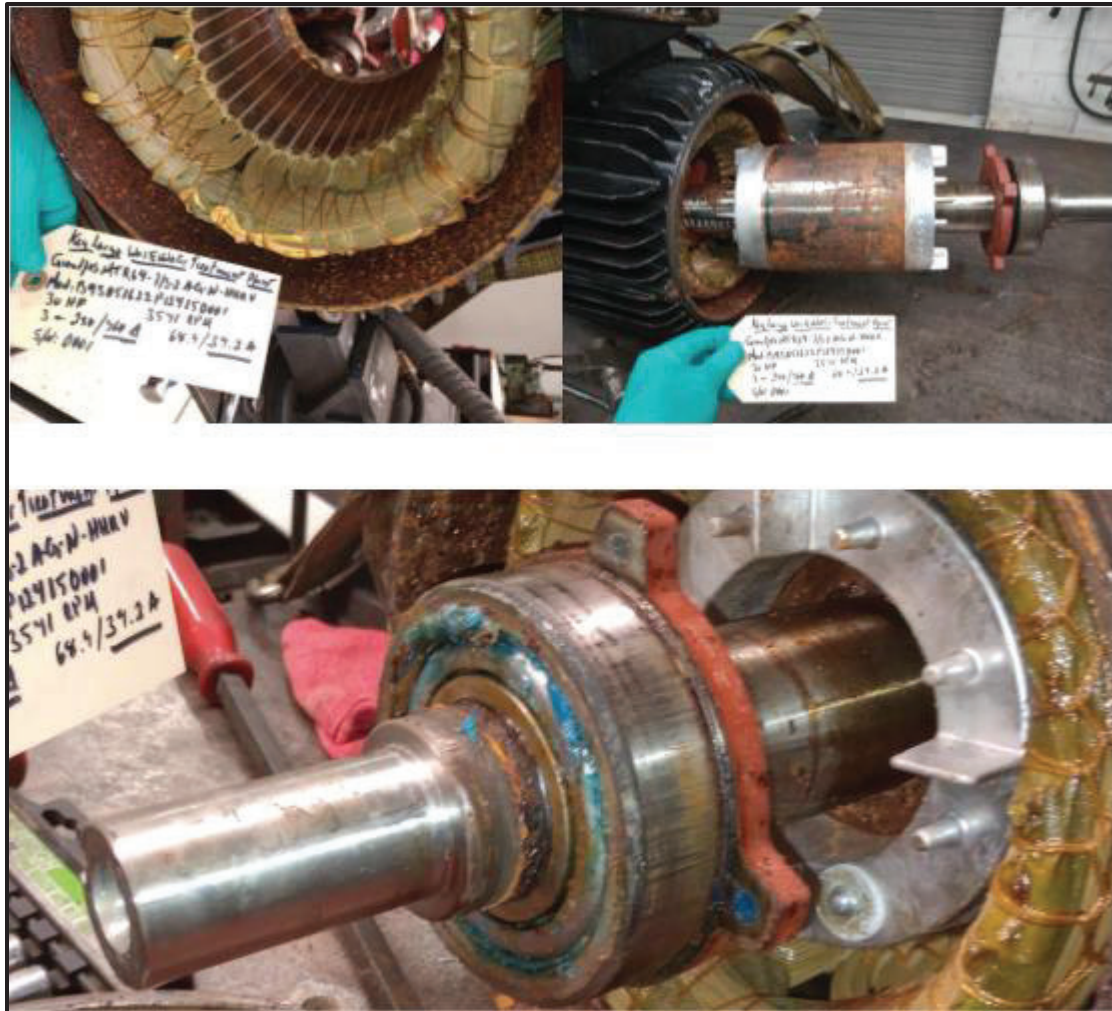
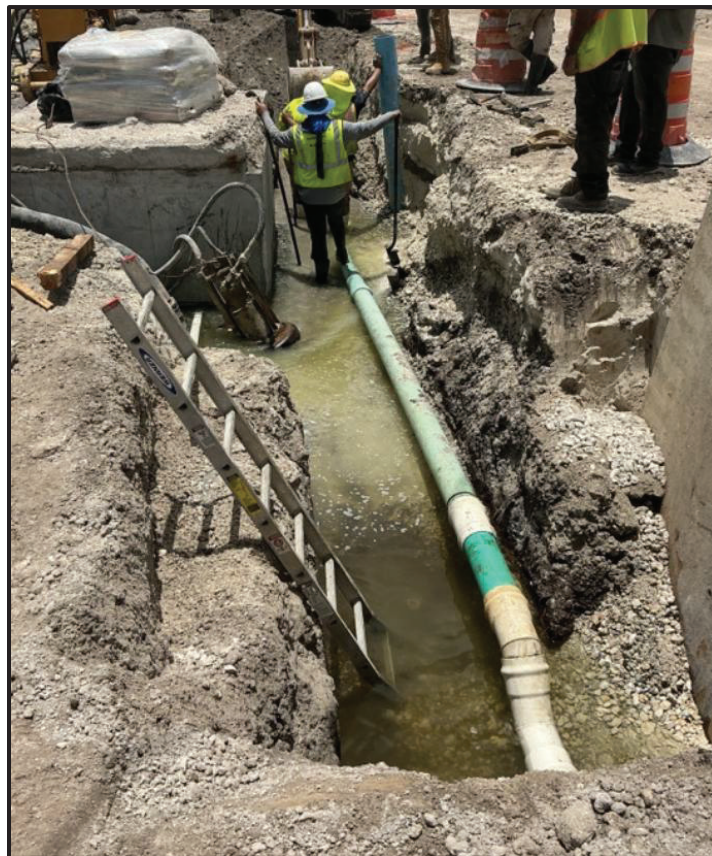


Figure 4. Interior of the Backwash Pump Motor Showing Extensive Corrosion and Motor Shaft Scoring.



Figures 5 & 6: Conflict Structure and Vacuum Main Reroute at Twin Lakes

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

Meeting Date:
July 21, 2026

Agenda Item Number: M-2

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Steve Suggs

Subject:
KLWTD Vacuum Stations Odor Control - Change Order #3

Summary of Discussion:

Change Order #3 presents two options to address the deteriorated and leaking fuel belly tank at Vacuum Station E. Option 1 provides for replacement of the existing belly tank for an increase of \$167,311.63 and 155 calendar days. Option 2 provides for replacement of the generator and belly tank for an increase of \$468,298.19 and 365 calendar days. Both options also include additional odor control tank maintenance flanges and stainless-steel supports for the new generators at Vacuum Stations A and D.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 167,311.63	1. Change Order #3 Memo 2. Change Order #3 Form Option 1 3. Change Order #3 Form Option 2
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	District	
District Clerk: _____	Budgeted:	
Engineering: _____	No	

Approved By: _____


General Manager

Date: 7-16-26



Memorandum

Date: July 21, 2026
To: Peter Rosasco, KLWTD General Manager
From: Steve Suggs, P.E. – Principal Engineer, Apex Companies LLC
CC: KLWTD Board of Commissioners
Regarding: KLWTD Vacuum Stations Odor Control – Change Order #3

The purpose of this memorandum is to present two options for addressing the deteriorated fuel belly tank associated with the Vacuum Station E generator, and to present two separate optional maintenance improvements associated with the HICARB-100 odor control tanks and new generators as requested by KLWTD Staff.

The following sections summarize each Potential Change Order (PCO), including the proposed scope, general justification, and associated cost impact. Formal Change Order documentation for the fuel tank replacement alternatives is included in Appendices A and B.

1.0 PCO #1, #2, and #3 - Vacuum Station E Fuel Tank Replacement Options

The existing fuel belly tank serving the Vacuum Station E generator has been observed to be deteriorating and leaking. As a temporary measure, the existing 300 kW generator is currently being served by a 500-gallon day tank. This temporary configuration provides limited generator runtime and is not intended to serve as a permanent fuel storage solution.

The following two PCOs (PCO No. 1 & 2) present alternative methods for resolving the issues with the existing belly tank.

1.1 PCO #1 – Belly Tank Replacement

This option is to replace the existing deteriorated belly fuel tank for the Generator at Vacuum Station E. This method involves replacing the belly tank with an identical one via lifting the generator, removing/replacing the existing belly tank, and setting the generator back atop the new belly tank. Apex has discussed this with KLWTD Staff as the preferred approach due to cost and space; however, the drawback to this method is that the Contractor must verify existing penetrations, attachment points, and other routing of fuel/electrical lines and provide a new fuel tank that fits and functions with the existing generator, making the approach potentially more complex. Apex has confirmed that the Contractor will maintain an emergency generator power supply for the facility throughout all portions of construction.

The cost impact associated with this additional scope results in a \$121,762.50 increase to the project cost.

1.2 PCO #2 – Full Generator Replacement

While Apex was reviewing PCOs from Belle Construction, LLC, Belle indicated that they would be willing to honor the prices for the 400kW generator and fuel tank procurement and installation as outlined in the base bid of the odor control project (provided KLWTD purchase the equipment through ODP to avoid sales tax). This method of replacement would retain the existing 300kW generator as a spare or available for KLWTD sale and provide a new generator and belly tank.

The cost impact associated with this additional scope results in a \$422,749.06 increase to the project cost.

2.0 PCO #3 – Additional Flanges for Maintenance Access (Optional – Recommended)

KLWTD staff have noted that additional flanges to allow the odor control tank lids to be fully taken off would assist with operational duties, specifically maintenance. The addition of four (4) flanges at each vacuum station would allow for staff to remove the lids of each odor control tank and facilitate hosing down tank interiors. During design it was thought that the horizontal man-way access lids on each tank would provide sufficient access for maintenance staff to properly clean the interior of each tank, though once installed field staff indicated that these lids do not provide enough clearance for staff to efficiently facilitate deep cleaning of the odor control tanks. PCO #3 includes two (2) flanges for each odor control tank, four (4) per station, twenty-four (24) total for KLWTD Board decision.

The cost impact associated with this additional scope results in a \$22,391.75 increase to the project cost.

3.0 PCO #4 – Stainless-Steel I Beam Supports to Elevate New Generators (Optional – Recommended)

Currently, the new generators at Vacuum Station A and D are designed to be placed on equipment pads and a neoprene strip is to be installed along the belly tank to concrete interface to prevent direct contact between the tank and slab. The equipment pads have been installed to slope away from the generator to further prevent water-related damage. KLWTD staff indicated the generator at Vacuum Station J/K is currently resting on carbon steel I beams and have expressed that the I beams are holding up well. This PCO is to include (2) 8" 314-Stainless-Steel I beams per manufacturer recommendation to elevate the new generators at station A and D.

The cost impact associated with this additional scope results in a \$23,157.38 increase to the project cost.

4.0 Cost Summary

The tables below outline the cost impacts associated with the proposed work to be incorporated into the construction contract as Change Order #3. Two options are provided for consideration: Each option outlines one method for replacing the corroded fuel tank at Vacuum Station E, in addition to both optional PCOs described above.

The table below outlines the cost impact associated with the proposed work under Option 1.

Option 1 Cost Summary			
PCO No.	Description	Cost	Add'l Time
1	Belly Tank Replacement	\$121,762.50	155 days
3	Additional Maintenance Flanges	\$22,391.75	N/A
4	I-Beam Supports for New Generators	\$23,157.38	N/A
Total Change Order Amount		\$167,311.63	155 days

The table below outlines the cost impact associated with the proposed work under Option 2.

Option 2 Cost Summary			
PCO No.	Description	Cost	Add'l Time
2	Full Generator Replacement	\$422,749.06	365 days
3	Additional Maintenance Flanges	\$22,391.75	N/A
4	I-Beam Supports for New Generators	\$23,157.38	N/A
Total Change Order Amount		\$468,298.19	365 days

5.0 Recommendation

Apex recommends proceeding with Option 1, including replacement of the existing belly tank at Vacuum Station E and completion of the two optional maintenance improvements described herein. Although the existing generator is approximately 18 years old, it remains in good condition due to KLWTD's proper care and maintenance and has accumulated relatively low operating hours.

Option 1 provides an efficient and cost-effective means of correcting the deteriorated fuel tank while retaining serviceable equipment, whereas Option 2 for full generator and fuel tank replacement is provided for board consideration of replacement of aging equipment, at a higher cost and longer lead time.

Attachment(s):

- Appendix A: Change Order Form for Option 1
- Appendix B: Change Order Form for Option 2

Appendix A

Change Order Form for Option 1

SECTION 00950
CHANGE ORDER FORM

CONTRACTOR ("Contractor"): Belle Construction Services, LLC	CHANGE ORDER No. 3 PROJECT TITLE: KLWTD Vacuum Stations Odor Control PROJECT No. 03105.086
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District") 103355 Overseas Highway Key Largo, FL 33037	ENGINEER: Weiler Engineering Corporation 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: July 21, 2026	EFFECTIVE DATE: July 21, 2026
Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Procurement and Installation of New Fuel Belly Tank, Add'l Maintenance Flanges, and I-Beam Supports for New Generators. Reason for Change: The purpose of this change order is to add an additional \$167,311.63 to the contract price and 155 days for the Contractor to complete additional scope related to the Fuel Belly Tank Replacement, Add'l Maintenance Flanges, and I-Beam Supports for New Generators. Work to be Performed is more specifically described as: Procurement and installation of new fuel belly tank, additional flanges, and necessary appurtenances; Decommissioning of existing fuel belly tank; removal of existing temporary fuel tank; site work; and electrical work necessary for start-up following installation as described in the construction documents. Attachments: PCO #1 – Belly Tank Replacement; PCO #3 – Add'l Flanges for Maintenance Access; PCO #4 – Stainless-Steel I-Beam Supports to Elevate New Generators	
Total Proposed Decrease in Contract Price and Contract Time for this Change Order	
Change in Contract Price: \$167,311.63	Increase (decrease) in Contract Time (Calendar days): 155 Days
Acknowledgments: 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. 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.	
Original Contract Price: \$4,009,141.26	Original Contract Time: 330 Days (calendar days or dates)

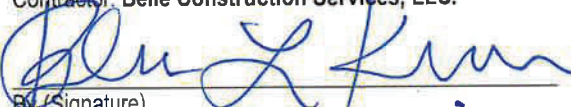
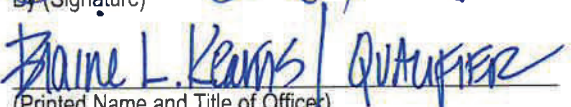
SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1	(2) Generators ODP	\$(1,401,110.92)	0 Days
2	Time-only for Generator Delivery	\$0.00	195 Days
3		\$	0 Days
4		\$	0 Days
5		\$	0 Days
6		\$	0 Days
TOTAL OF ALL PRIOR CHANGES		\$(1,401,110.92)	195 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$2,608,030.34	525 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$2,775,341.97	680 Days
Original Contract Substantial Completion Date: February 4, 2026		New Contract Substantial Completion Date: January 20, 2027	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: Belle Construction Services, LLC.  By (Signature)  Blaine L. Kearns / Qualifier (Printed Name and Title of Officer) (Date) <u>7.14.26</u> ATTEST: _____ (Secretary) _____ (Corporate Seal)		Owner: Key Largo Wastewater Treatment District _____ By (Signature) <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk _____ (Seal)	

Appendix B

Change Order Form for Option 2

SECTION 00950
CHANGE ORDER FORM

CONTRACTOR ("Contractor"): Belle Construction Services, LLC	CHANGE ORDER No. 3 PROJECT TITLE: KLWTD Vacuum Stations Odor Control PROJECT No. 03105.086
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District") 103355 Overseas Highway Key Largo, FL 33037	ENGINEER: Weiler Engineering Corporation 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: July 21, 2026	EFFECTIVE DATE: July 21, 2026
Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Procurement and Installation of New Generator and Fuel Tank, Add'l Maintenance Flanges, and I-Beam Supports for New Generators. Reason for Change: The purpose of this change order is to add an additional \$468,298.19 to the contract price and 365 days for the Contractor to complete additional scope related to the Full Generator Replacement, Add'l Maintenance Flanges, and I-Beam Supports for New Generators. Work to be Performed is more specifically described as: Procurement and installation of new generator and fuel tank, concrete pad extension, additional flanges, and necessary appurtenances; Decommissioning of existing fuel belly tank; removal of existing temporary fuel tank, belly tank, and generator; site work; and electrical work necessary for start-up following installation as described in the construction documents. Attachments: PCO #2 – Full Generator Replacement; PCO #3 – Add'l Flanges for Maintenance Access; PCO #4 – Stainless-Steel I-Beam Supports to Elevate New Generators	
Total Proposed Decrease in Contract Price and Contract Time for this Change Order	
Change in Contract Price: \$468,298.19	Increase (decrease) in Contract Time (Calendar days): 365 Days
Acknowledgments: 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. 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.	
Original Contract Price: \$4,009,141.26	Original Contract Time: 330 Days (calendar days or dates)

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1	(2) Generators ODP	\$(1,401,110.92)	0 Days
2	Time-only for Generator Delivery	\$0.00	195 Days
3		\$	0 Days
4		\$	0 Days
5		\$	0 Days
6		\$	0 Days
TOTAL OF ALL PRIOR CHANGES		\$(1,401,110.92)	195 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$2,608,030.34	525 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$3,076,328.53	890 Days
Original Contract Substantial Completion Date: February 4, 2026		New Contract Substantial Completion Date: August 18, 2027	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: Belle Construction Services, LLC.  By (Signature)  (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal)		Owner: Key Largo Wastewater Treatment District _____ By (Signature) Peter Rosasco, General Manager (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 21, 2026

Agenda Item Number: M-3

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Steve Suggs

Subject:
KLWTD Power Conditioning Project Change Order #4

Summary of Discussion:

Change Order #4 is a no-cost, contract time extension which is necessary due to circumstances beyond the control of both the Owner and Contractor, including extended manufacturer lead times for parts and components, and delays in fabrication, production, and delivery of the Voltage Regulation Transformer. The current projected delivery date of the Transformer is the end of August 2026. An additional 145 days are being requested to allow for adequate time to install and commission the device following delivery.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 0.00	1. Change Order Form #4
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	No	

Approved By: _____


General Manager

Date: _____

7-16-26

**SECTION 00950
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Pedro Falcon Contractors, Inc.	CHANGE ORDER No. 4 PROJECT TITLE: KLWTD Power Conditioning & Electrical Upgrades PROJECT No. 03105.086:151
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER': Apex Companies 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: July 21, 2025	EFFECTIVE DATE: <u>July 21, 2026</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.
Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: N/A (This is a time-only change order) Reason for Change: The purpose of this change order is to add contract time due to long Voltage Regulation Transformer lead time. With the current projected delivery date, the end of August 2026. An additional 145 days are being requested to allow for adequate time to install and commission the device following delivery. Work to be Performed is more specifically described as: N/A Attachments: Memo on Lead time delays on Larson, and email correspondence with Larson on most recent delivery estimate. Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order	
Increase (decrease) in Contract Price: \$0.00	Increase (decrease) in Contract Time (Calendar days): 145 Days
Acknowledgments: 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. 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.	
Original Contract Price: \$2,670,450.00	Original Contract Time: 500 Days (calendar days or dates)

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1	Service Upgrade to 3000A	\$ 277,454.87	10 Days
2	Furnish and install disconnects at Vacuum Stations	\$ 136,078.20	0 Days
3	Voltage Regulation Transformer Disconnect and Misc. items	\$ 125,162.46	13 Days
4		\$	Days
5		\$	Days
6		\$	Days
TOTAL OF ALL PRIOR CHANGES		\$ 538,695.53	13 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$ 3,209,145.53	523 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$ 3,209,145.53	668 Days
Original Contract Substantial Completion Date: 06/15/2026		New Contract Substantial Completion Date: 11/30/2026	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: <u>Pedro Falcon Contractors, Inc.</u> By (Signature) _____ <u>Christian Brisson, Owner</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 21, 2026

Agenda Item Number: N-1

Action Required:
No

Department: Engineering
Sponsor: Steve Suggs

Subject:
Monroe County SLR - Cost Breakdown

Summary of Discussion:

Steve Suggs will present an overview of engineering and construction costs incurred and anticipated by KLWTD in connection with Monroe County's Sea Level Rise projects.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 0.00	1. Monroe County SLR - Cost Breakdown Memo
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	No	

Approved By:  Date: 7-16-26
General Manager



Memorandum

Date: July 21, 2026
 To: Peter Rosasco, KLWTD General Manager
 From: Richard Lindsay, Project Engineer
 CC: KLWTD Board of Commissioners
 Regarding: Monroe County SLR – Cost Breakdown

The purpose of this memorandum is to summarize engineering costs incurred by the Key Largo Wastewater Treatment District (KLWTD) in connection with Monroe County's Sea Level Rise (SLR) projects at Stillwright Point, Twin Lakes, and Winston Waterways.

The accompanying table presents KLWTD's engineering costs incurred to date and projected future costs based on the latest available information regarding each project's scope, schedule, progression, and community acceptance. The level of engineering effort varies substantially among the projects based on the extent to which the proposed roadway and stormwater improvements affect KLWTD infrastructure.

Monroe County SLR Costs to KLWTD FY25-FY26 and Future							
Project Name:			Stillwright Point	Twin Lakes	Winston Waterways	Subtotals:	Totals:
Engineering	Plan Review	To Date	\$6,806.20	\$9,987.50	\$30,018.40	\$46,812.10	\$59,312.10
		Est. Future	\$5,000.00	\$0.00	\$7,500.00	\$12,500.00	
	Design	To Date	\$0.00	\$15,042.80	\$102,431.77	\$117,474.57	\$127,474.57
		Est. Future	\$0.00	\$0.00	\$10,000.00	\$10,000.00	
	CEI	To Date	\$0.00	\$54,162.27	\$0.00	\$54,162.27	\$446,877.94
		Est. Future	\$10,000.00	\$0.00	\$382,715.67	\$392,715.67	
	Coordination	To Date	\$2,922.46	\$8,524.70	\$22,487.65	\$33,934.81	\$39,934.81
		Est. Future	\$1,000.00	\$0.00	\$5,000.00	\$6,000.00	
Project To Date Eng. Subtotal			\$9,728.66	\$87,717.27	\$154,937.82	\$252,383.75	\$673,599.42
Project Est. Future Eng. Subtotal			\$16,000.00	\$0.00	\$405,215.67	\$421,215.67	
Construction	Construction	To Date	\$0.00	\$69,956.63	\$0.00	\$69,956.63	\$5,292,832.21
		Est. Future	\$120,000.00	\$0.00	\$5,102,875.58	\$5,222,875.58	
Total to Date Cost to KLWTD connected to Monroe County SLR Projects:						\$322,340.38	\$5,966,431.63
Total Est. Future Cost to KLWTD connected to Monroe County SLR Projects:						\$5,644,091.25	

Stillwright Point

Apex's engineering services for the Stillwright Point project have included:

- Reviewing Monroe County's proposed roadway and stormwater plans.
- Evaluating potential impacts to KLWTD infrastructure, including vacuum pits, valve collars, and other wastewater collection system components.
- Participating in coordination meetings with KLWTD, Monroe County, and the County's design team regarding anticipated infrastructure impacts.
- Assessing changes associated with the County's subsequently reduced project scope, which is now understood to consist primarily of milling and resurfacing.

Based on the latest available information, only minor impacts to KLWTD infrastructure are anticipated. Accordingly, Apex's services have remained limited primarily to plan review, infrastructure impact assessment, and project coordination. No major KLWTD utility relocations or conflict-resolution designs have been required.

Twin Lakes

Apex's engineering services for the Twin Lakes project have included:

- Reviewing the proposed roadway elevations and stormwater piping plans.
- Evaluating potential conflicts with KLWTD infrastructure.
- Preparing a conflict matrix identifying potential utility conflicts.
- Participating in coordination meetings with KLWTD, Monroe County, and the County's design team.
- Developing and coordinating isolated conflict resolutions with Monroe County.
- Resolving two additional conflicts encountered during construction due to discrepancies in the available as-built information.
- Providing full-time construction inspection during the portion of construction with the potential to affect KLWTD facilities.
- Coordinating conflict resolutions that Monroe County elected to implement at its own cost for conflicts identified during the plan-review phase.

At the outset of construction, full-time inspection by Apex was not anticipated because KLWTD staff were available to periodically observe work occurring near District infrastructure. However, early this year, KLWTD became aware that ongoing construction activities were affecting its facilities. KLWTD subsequently requested that Apex provide full-time inspection so District staff could continue performing their regular operational duties while maintaining appropriate observation of construction near KLWTD infrastructure.

These inspection services have since been discontinued because the stormwater piping work with the potential to affect KLWTD facilities has been completed and the additional conflicts encountered during construction have been resolved.

The construction cost attributed to KLWTD for Twin Lakes is substantially lower than the projected construction cost for Winston Waterways because Monroe County elected to resolve, at its own cost, the conflicts identified during the Twin Lakes plan-review phase. This differs from the approach currently indicated for Winston Waterways, under which KLWTD is anticipated to bear the cost of the required wastewater infrastructure modifications.

Winston Waterways

Apex's engineering services for the Winston Waterways project have included:

- Reviewing Monroe County's proposed roadway, stormwater, drainage, and injection pump facility plans.
- Identifying more than 400 potential conflicts between the original County design and KLWTD infrastructure.
- Attending weekly coordination meetings over a period of several months to review the identified conflicts individually.
- Working with Monroe County and its design team to determine whether the County's plans could be revised to accommodate existing KLWTD infrastructure and avoid unnecessary utility relocations.
- Developing detailed conflict-resolution designs where modifications to the County's plans could not eliminate the impacts.
- Designing major vacuum-main reroutes, relocations of existing vacuum pits, installation of new vacuum pits, and associated infrastructure modifications.
- Preparing the related design documentation and coordinating the proposed utility work.

Although Winston Waterways is generally similar in nature to Twin Lakes, its impacts on KLWTD infrastructure are substantially greater. Apex's services have therefore progressed beyond plan review and impact assessment into extensive coordination and detailed design. Projected future engineering costs also account for anticipated construction-phase services associated with the required modifications to KLWTD infrastructure.

Summary

The costs associated with the three projects are not directly comparable because each has a materially different scope and level of impact on KLWTD infrastructure:

- **Stillwright Point:** Plan review, infrastructure impact assessment, and limited coordination under a subsequently reduced County scope.
- **Twin Lakes:** Plan review, conflict identification, coordination, isolated conflict-resolution design, and full-time inspection during the portion of construction affecting KLWTD facilities.
- **Winston Waterways:** Review of more than 400 initially identified conflicts, several months of weekly coordination meetings, and extensive design services for substantial modifications to KLWTD's wastewater infrastructure.

Future costs to KLWTD remain difficult to forecast because the required level of engineering effort will depend on the final scope, schedule, and progression of each Monroe County project. Monroe County is continuing the design and planning of the Winston Waterways project and currently anticipates beginning construction of the Stillwright Point project early next year.

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

Meeting Date:
July 21, 2026

Agenda Item Number: O-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nick Mulick

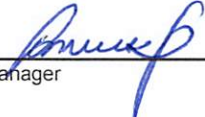
Subject:

Revised KLWTD Flovac Monitoring System Service Agreement

Summary:

At its June 2, 2026 public meeting the Board considered entering into a proposed service agreement to provide support for the District's Wastewater collection system monitoring program installed by Flovac. Based on Board comments received at the meeting, the agreement was revised to provide for termination by the District without cause upon 30-days written notice to Flovac, monthly and semi-annual reporting, and deletion of a provision allowing Flovac to withdraw licenses granted by Flovac to the District for monitoring system operation software. Staff recommends approval.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Revised Flovac Monitoring System Service Agreement 2. Original Proposed Service Agreement.
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 7-16-26
General Manager

MONITORING SYSTEM SERVICE AGREEMENT

THIS MONITORING SYSTEM SERVICE AGREEMENT (“Agreement”) is entered into between Key Largo Wastewater Treatment District (“KLWTD”) and Flovac, Inc., a Delaware corporation d/b/a Flovac Americas (“Flovac”) this _____ day of July 2026.

WHEREAS, Flovac is a provider of proprietary vacuum system sewer monitoring products and services; and

WHEREAS, at KLWTD’s request, Flovac installed its proprietary vacuum system sewer monitoring program and components enabling KLWTD to receive real-time data to assist in the detection of potential malfunctions in KLWTD’s wastewater collection system and components; and

WHEREAS, the Flovac monitoring system is comprised of remote detection equipment and components integrated with a central monitoring platform; and

WHEREAS, KLWTD desires to enter into a service agreement with Flovac to provide support services for the Flovac monitoring software platform and repair and maintenance services for collection system monitoring equipment and components; and

WHEREAS, Flovac is willing to enter into a service agreement with KLWTD to support the vacuum sewer monitoring system installed by Flovac on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, representations and provisions set forth in this Agreement and other good and valuable considerations, receipt of which is acknowledged by each party, KLWTD and Flovac agree as follows:

ARTICLE I Scope of Services

1.1 Software Platform Operation & Access

- a. Hosting/operation of the Flovac monitoring software and user portal.
- b. User administration and standard role-based access for KLWTD personnel.
- c. Maintaining a log of login date, time, location tracking and recording of operational setting changes or commands.
- d. Security patches and minor/major version updates.

1.2 Firmware Updates

- a. Updates to firmware requiring site visits.

1.3 Nuisance Alarm Response & Tuning

- a. Site investigation of repetitive/spurious/non-actionable alarms after initial inspection by KLWTD.
- b. KLWTD will document all inspection findings in the Task section of the monitoring page prior to contacting Flovac.
- c. Flovac will determine the cause of the nuisance alarm and log its findings in the monitoring system. Configuration adjustments as necessary and tuning changes with KLWTD approval.
- d. Flovac will provide monthly tracking and reporting on nuisance alarm, potential inflow and infiltration (“I&I”) indicators, critical alarms, end-of-line vacuum trends, notable site findings, and prior month follow-ups. Flovac will use commercially reasonable efforts to deliver the monthly tracking report by the second Tuesday of each month.
- e. A nuisance alarm is defined as an alarm that does not indicate a condition that could adversely affect the collection network, cause an SSO, or result in property damage. Examples of situations that are not considered nuisance alarms are: high-level, low-vacuum, or a valve stuck open.

Nothing herein obligates Flovac to initiate emergency responses, dispatch field personnel, or take unilateral operational action, absent express written authorization from KLWTD.

1.4 Configuration & Data Management

- a. Management of alarm thresholds, escalation paths, and rules.
- b. Provide data interpretation using the monitoring platform for I&I tracking, rainfall/tide runtime comparison, and trend identification.
- c. Maintenance of monitored points/asset registry within the platform.
- d. Support connection of newly installed monitoring components to the platform and KLWTD infrastructure.
- e. Routine data quality checks.

Flovac

KLWTD

1.5 Remote Technical Support

- a. Business-hours help desk for “how to” questions and portal support.
- b. Access to ticketing and knowledge resources.
- c. Response times are provided on a commercially-reasonable-efforts basis and do not constitute a guaranteed service-level commitment, unless expressly stated in writing.

1.6 Monthly Summaries and Semi-annual Reports

- a. Each month, Flovac will submit to KLWTD a report summarizing the work performed during the previous month.
- b. Beginning with the period ending six months from the effective date of this Agreement, and every six months thereafter, Flovac will prepare and submit to the KLWTD Board of Commissioners a written report detailing the services performed by Flovac. The report shall include the name and title of the staff person performing the service, the time devoted by each staff person to performing the service, and an itemized list of materials and supplies used in the performance of the service.

ARTICLE II Compensation

- 2.1 Flovac shall be entitled to an annual fee not to exceed \$95,000.00, payable quarterly in advance.
 - a. Payment terms: Net 30 days from invoice date.

ARTICLE III System Components Repair and Maintenance

- 3.1 In addition to the scope of services described in Article I above, at KLWTD’s request, Flovac will repair and maintain the monitoring system equipment and components as follows:
 - a. Services authorized by KLWTD necessary for the repair and maintenance of the collection system components will be invoiced separately in accordance with the rates shown in Appendix A.

Flovac KLWTD

- b. Parts, materials, and supplies necessary for the repair or maintenance of the collection system components will be invoiced separately in accordance with the prices shown in Appendix B.
- c. Parts, materials, and supplies will be billed on a quarterly basis.
 - (i) Payment terms: Net 30 days from invoice date.
- d. Flovac-supplied parts are warranted for a period of 60 days from installation against defects in materials and workmanship under normal operating conditions. This warranty does not cover improper installation, misuse, normal wear and tear, or damage caused by third-party components or external conditions. Non-Flovac parts purchased and installed by Flovac are subject to a 60-day warranty or the manufacturer's warranty, whichever is longer. Flovac's obligation under this warranty is limited to repair or replacement of the defective component.

ARTICLE IV Term of Agreement

- 4.1 The term of this Agreement shall be one year.
- 4.2 This Agreement may be extended for two additional one-year terms upon written notice by KLWTD to Flovac no earlier than 90 days and no later than 30 days before the expiration of each one-year term.

ARTICLE V Termination

5.1 Termination by KLWTD

KLWTD may terminate this Agreement, in whole or in part, upon 30 days' prior written notice to Flovac. In the event of such termination, Flovac shall cease work as directed and shall be entitled to payment for services satisfactorily performed through the effective date of termination. Flovac shall not be entitled to anticipated profits, consequential damages, or costs incurred after the effective date of termination.

Flovac KLWTD

5.2 Termination for Cause

Flovac may terminate this Agreement upon written notice if KLWTD materially breaches this Agreement and fails to cure such breach within 30 days of receipt of written notice specifying the breach. In the event of termination of this Agreement, Flovac shall be entitled to payment for services satisfactorily performed through the effective date of termination. Flovac shall not be entitled to anticipated profits, consequential damages, or costs incurred after the effective date of termination.

ARTICLE VI Exclusions & KLWTD Responsibilities

6.1 Exclusions

- a. Field services (installations, PM/repair), unless authorized by KLWTD, non-Flovac hardware, third-party carrier outages, force majeure, cyber events not attributable to Flovac's systems, data retention beyond standard terms, and any services not expressly listed in Articles I and III.
- b. Monthly monitoring platform fees (\$500/month) are excluded from this agreement and will be invoiced under a separate agreement.

6.2 KLWTD Responsibilities

- a. KLWTD will conduct initial inspection of collection system components upon receiving an alarm, notifying Flovac after two repeated alarms on the same valve within two days.
- b. KLWTD will complete and log the required repairs and maintenance on the physical collection system monitoring components following identification of root cause of nuisance alarms by Flovac. Necessary parts and components will be purchased based on the pricing in Appendix A and invoiced separately.
- c. Record initial investigation findings on the monitoring page.
- d. Notify Flovac when nuisance alarm conditions occur for field inspection.
- e. Ensure site access, if needed, for Flovac staff actions.
- f. Promptly notify Flovac of anomalies, site changes, or operational constraints.

Flovac

KLWTD

ARTICLE VII
Legal & Compliance

7.1 Data Ownership & Public Records

- a. All telemetry, operational, and system performance data generated by the Flovac Monitoring System in connection with services provided under this Agreement shall remain the sole property of KLWTD.
- b. Flovac is granted a limited, non-exclusive, non-transferable license to access, process, analyze, and store such data solely for the purpose of performing services under this Agreement, including system monitoring, diagnostics, reporting, and performance optimization.
- c. Flovac shall comply with Chapter 119, Florida Statutes, with respect to public records related to services performed under this Agreement. Public records in Flovac's possession shall be made available to KLWTD upon request and in accordance with statutory requirements.
- d. Flovac shall not be deemed the custodian of public records generated or maintained on behalf of KLWTD and shall not be responsible for responding directly to public records requests unless expressly authorized in writing by KLWTD.

7.2 Data Security, Retention, and Backups

- a. Flovac shall implement commercially reasonable administrative, technical, and physical safeguards designed to protect system data from unauthorized access, disclosure, or destruction while in Flovac's control.
- b. Flovac's monitoring platform is not intended to serve as KLWTD's system of record or primary data backup, and KLWTD remains responsible for maintaining its own archival, redundancy, and disaster-recovery systems unless otherwise agreed to in writing.
- c. Upon termination or expiration of this Agreement, Flovac shall, upon written request, provide KLWTD with a reasonable export of existing system data in its then-current format, excluding custom analysis or reprocessing unless separately authorized.

Flovac

KLWTD

7.3 Limitation of Responsibility & Consequential Damages

Flovac shall not be responsible for:

- a. Loss of data not caused by Flovac's negligence or willful misconduct.
- b. Damage to property, structures, or private systems not directly under Flovac's control.
- c. Home damage, environmental damage, loss of service, loss of revenue, or other incidental, indirect, special, or consequential damages, except to the extent such damages arise directly from Flovac's gross negligence or willful misconduct, or a material breach of this Agreement, except to the extent that such damage is covered by Flovac's insurance policy.

7.4 No Operational Control Disclaimer

- a. KLWTD acknowledges that Flovac's services are advisory and support-based in nature. Final operational decisions, response actions, and maintenance execution remain solely the responsibility of KLWTD and its operating staff.
- b. Flovac does not have direct control over field operations, third-party infrastructure, or contractor response times unless expressly authorized in writing.

7.5 Insurance

- a. CGL \$1M per occurrence/\$2M aggregate; Auto \$1M CSL; Workers' Comp per Florida law; Tech E&O/Professional \$2M aggregate (certificates available on request).

7.6 Indemnification; Hold Harmless; Sovereign Immunity

- a. To the extent permitted by Florida law, Flovac shall indemnify, defend, and hold harmless KLWTD, its Board of Commissioners, officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

Flovac

KLWTD

(i) the negligent acts, errors, or omissions or willful misconduct of Flovac or anyone directly or indirectly employed by Flovac in the performance of the Services; or

(ii) Flovac's breach of this Agreement.

- b. This obligation shall not apply to the extent such claims arise from the negligence or willful misconduct of KLWTD or its officers, employees, or agents.
- c. Nothing in this Agreement shall be construed as a waiver of KLWTD's sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes. Flovac agrees that any indemnification obligations owed by KLWTD, if any, shall be subject to and limited by the provisions of Section 768.28, Florida Statutes.

7.7 Governing Law & Venue

- a. The interpretation and enforcement of this Agreement shall be in accordance with the laws of the State of Florida.
- b. Venue for any legal proceeding to enforce this Agreement shall be in Monroe County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Flovac, Inc., a Delaware corporation
d/b/a "Flovac Americas"

Signature of Witness as to Flovac

By: _____
Michael D. Pringle,
Director of Operations

Printed Name of Witness as to Flovac

Key Largo Wastewater Treatment District

Signature of Witness as to KLTWD

By: _____
Peter Rosasco, General Manager

Printed Name of Witness as to KLWTD

Appendix A — Flovac Standard Time & Materials Rates

Appendix A — Flovac Standard Time & Materials Rates

Flovac Service Agreement			
Appendix A - Flovac Standard T & M			
Description	Rates	Unit Price	Unit
Field Technician:		\$ 155.00	Hourly
Senior / Lead Technician		\$ 245.00	Hourly
Ops / Technical Manager		\$ 275.00	Daily Per Person
Work perform outside of normal working hours		+ 30%	
Non-Flovac Materials and Supplies		Cost + 15% for OH/MU	

1. T&M services shall be performed only upon written authorization by KLWTD.
2. Travel to and from jobsite shall be considered hours worked.
3. Minimum call out is 4 hours, over 4 hours billing increments shall be one-half (0.5) hour unless otherwise agreed.
4. Overtime, weekend, or emergency response services, if requested, may be billed at adjusted rates.
5. Above charges would not apply to warranty work/repairs while components are under warranty period.
6. If Flovac is called to a valve pit for a condition that is not defined as a nuisance alarm, travel will be charged in accordance with Item No. 2 for the inspection of the valve pit. Authorization should then be obtained, per Item No. 1 above, before proceeding

Appendix B — Parts & Components Price List

(FLovac will provide a 10% discount on all parts throughout the term of the service contract)



**Flovac
Americas**
15 Utility Dr.
Suite A
Palm Coast, FL
32137

Sales Quote



Order number
Date

QU-1344
May 27, 2026

Billing Address

Key Largo Waste Water Treatment District
PO BOX 491
Key Largo, Florida
33037
USA

Contact

Rudy Perez

Parts pricing list for reference only
- not an invoice

Phone

305-522-4019

Email

rodolfo.perez@klwtd.com, finance@klwtd.com

Payment Terms

Net 30

Product	Quantity	Unit Price	Discount	Tax code	Subtotal
 1USFC0005 - Electronic Controller Electronic Controller	1	\$628.02	10 %	Non-Taxable	\$565.22
 Flovac Smart Monitoring Module, 915Mhz, Flovac USA Flovac Smart Monitoring Module, 915Mhz, Flovac USA	1	\$607.59	10 %	Non-Taxable	\$546.83
 912027 - Vacuum Sensor 3.3v, Sensor Only Vacuum Sensor 3.3v, Sensor Only	1	\$517.13	10 %	Non-Taxable	\$465.42
 FMS Battery Pack FMS Battery Pack 38,000mAh	1	\$125.00	10 %	Non-Taxable	\$112.50
 912517 - IP67 Pressure Sensor (Force Main Monitoring) Pressure Sensor (Force Main Monitoring- not vacuum) IP67	1	\$1,886.32	10 %	Non-Taxable	\$1,697.69
 Sensor, Valve, Flovac/Airvac, 2mtr (Assembly) Sensor, Valve	1	\$221.85	10 %	Non-Taxable	\$199.67
 Magnet with Holder, Valve	1	\$12.45	10 %	Non-Taxable	\$11.21
 Float Sensor Float Sensor only. Weight sold separately. Additional kit might be needed for 1 piece pit vs. 2 piece pit.	1	\$237.84	10 %	Non-Taxable	\$214.06
 Wye Cable M12, 4P, Male to Female 2x	1	\$39.00	10 %	Non-Taxable	\$35.10
 1USFVP0025AV - Remote Mount Controller Kit (AV Pits) Remote Mount Controller Kit (Other Pits)	1	\$356.04	10 %	Non-Taxable	\$320.44

Pedestals, Conduit, Grommets, Valves and Controller sold Separately.

This kit will work with existing vacuum valves.

Need 2in. or larger conduit and pedestal to locate the controller.

Parts pricing list for reference only
- not an invoice

	1USFMS0007-16- Gateway 915Mhz, USA	1	\$9,102.00	10 %	Non-Taxable	\$8,191.80
Gateway 915Mhz, USA, Assembly Includes: - Antennas - Bracket						
	Valve Rebuild Kit for 3" Valve, USA Valve Rebuild Kit - Flovac and Others	1	\$86.10	10 %	Non-Taxable	\$77.49
	Flovac Controller, Standard Standard Controller. Activation Height 4.75" to 6.25"	1	\$471.78	10 %	Non-Taxable	\$424.60
	Flovac 5.5FT Pit - Pretested, Install Ready					
Included: 3" Flovac Valve Flovac Controller Slip Key 3" Spigot Hose clamps both 3/8 and 5/8 Gate Valve (knife valve) Lock for Gate Valve 2" Grommet 4" Grommet x 2 6" Grommet x 1		1	\$4,932.47	10 %	Non-Taxable	\$4,439.22
Sold Separately: Flovac Metal Lid with seal - 24", 4" rise Flovac Air Dedicated Air Terminal						
	1USFVP0001- Flovac Metal Lid w/Seal					
24" - 4" rise- Ductile Iron Hinged Lid Includes: - Gasket Seal		1	\$693.72	10 %	Non-Taxable	\$624.35
	1USFMS0012 - FMS Solar Power Manager					
6V 5W Max Input Out: 3.3 Volt, 5,700mAh Also used on low pressure monitoring with 110v to 5v power supply		1	\$251.60	10 %	Non-Taxable	\$226.44
	1USFMS0036 - Solar Panel					
3.5W 6V Charcoal Solar Panel		1	\$39.38	10 %	Non-Taxable	\$35.44

Remarks

Valid for 365 days following the execution of this Agreement

Subtotal

\$18,187.48

Service Agreement

Between: Flovac Americas, LLC ("Flovac"), a provider of vacuum sewer monitoring products and services

And: Key Largo Wastewater Treatment District ("KLWTD"), a Florida Special District

Effective Date: August 01, 2026

Term: [One (1) year], with [two (2)] optional one-year renewals by mutual written agreement and subject to annual appropriation.

Dear KLWTD Board of Commissioners,

Flovac is pleased to present this annual services proposal for the continued support of the Flovac monitoring software platform serving KLWTD facilities. This scope is post-implementation and focuses on software and firmware maintenance, updates, remote technical support, and nuisance-alarm response and tuning. KLWTD may optionally purchase parts and components from Flovac at reduced pricing as described in the Parts & Components Price List in Appendix A. Fees for labor including installation, repairs, and preventive maintenance of physical equipment are included in Appendix B.

1.0 This proposal is based on the following information:

- 1.1 All district collection system components connected to the Flovac monitoring platform will be supported under this agreement.
- 1.2 Term – Twelve (12) months from the Effective Date, with up to two (2) optional one-year renewals by mutual written agreement and subject to annual appropriation. The annual fee under this agreement shall not exceed Ninety-Five Thousand Dollars (\$95,000) per year during the initial term and any renewal periods, for a total period not to exceed three (3) years. KLWTD reserves the right to review pricing annually and request cost reductions where justified, including but not limited to circumstances where district staff have been sufficiently trained to respond to and resolve alarms internally, thereby reducing the level of support required.

2.0 Scope of Services (Included in Base Annual Fee)

Working Hours Clause

Normal working hours under this Agreement shall be Monday through Friday, between the hours of 8:00 AM and 5:00 PM. Any time falling on a major or federal holiday shall not be considered normal working hours, regardless of the day of the week. Work performed outside of these hours shall be considered outside normal working hours unless otherwise agreed to in writing by both parties.

2.1 Software Platform Operation & Access

- Hosting/operation of the Flovac monitoring software and user portal.
- User administration and standard role-based access for KLWTD personnel.
- Maintaining a log of login date, time, location tracking and recording of operational setting changes or commands.
- Security patches and minor/major version updates.

2.2 Firmware Updates

- Updates to firmware requiring site visits.

2.3 Nuisance Alarm Response & Tuning

- Site Investigation to repetitive/spurious/non-actionable alarms after initial inspection by KLWTD.
- KLWTD shall document all inspection findings in the Task section of the monitoring page prior to contacting Flovac.
- Flovac will determine the cause of the nuisance alarm and log its findings in the monitoring system. Configuration adjustments as necessary and tuning changes with KLWTD approval.
- Flovac will provide a monthly tracking and reporting on nuisance-alarm, potential I&I indicators, critical alarms, end of line vacuum trends, notable site findings, and prior month follow ups. Flovac will use commercially reasonable efforts to deliver the monthly tracking report by the second Tuesday of each month, ahead of the monthly board meeting.
- A nuisance alarm is defined as an alarm that does not indicate a condition that could adversely affect the collection network, cause an SSO, or result in property damage. Examples of situations that are not considered nuisance alarms are high level, low vacuum, or a valve stuck open.

Nothing herein obligates Flovac to initiate emergency responses, dispatch field personnel, or take unilateral operational action absent express written authorization from KLWTD.

2.4 Configuration & Data Management

- Management of alarm thresholds, escalation paths, and rules.
- Flovac provides data interpretation using the monitoring platform for I&I tracking, rainfall/tide runtime comparison, and trend identification.
- Maintenance of monitored points/asset registry within the platform.
- Support the connection of newly installed monitoring components to the platform.
- Routine data quality checks.

2.5 Remote Technical Support

- Business-hours help desk for “how-to” questions and portal support.
- Access to ticketing and knowledge resources.
- Response times are provided on a commercially reasonable efforts basis and do not constitute a guaranteed service-level commitment unless expressly stated in writing.

Not in Scope: Any on-site preventive maintenance, field calibration, hardware repair/replacement, or integration work not expressly listed above. Such services, if requested, may be approved on a time and materials basis.

3.0 Parts & Components Pricing (Optional, Outside Base Fee)

- 3.1 KLWTD may purchase Flovac-supplied parts/components at discounted pricing shown in Appendix A.
- 3.2 Parts, materials, and supplies necessary for the repair or maintenance of the collection system components will be invoiced separately in accordance with the prices shown in Appendix A.
- 3.3 Parts, materials and supplies will be billed on a quarterly basis.
- 3.4 Flovac-supplied parts are warranted for a period of sixty (60) days from delivery against defects in materials and workmanship under normal operating conditions. This warranty does not cover improper installation, misuse, normal wear and tear, or damage caused by third-party components or external conditions. Non-Flovac parts supplied and installed by Flovac are subject to the applicable manufacturer’s warranty; however, Flovac shall coordinate warranty claims with the manufacturer and facilitate resolution of any valid warranty issues related to such parts. Flovac’s obligation under this warranty is limited to repair or replacement of the defective component in accordance with the applicable

warranty terms.

4.0 Flovac Standard Time & Materials Rates (Optional, Outside Base Fee)

- 4.1 KLWTD may authorize Flovac to provide services and provide supplemental materials in accordance with the standard time and material rates shown in Appendix B.
- 4.2 Services authorized by KLWTD that are necessary for the repair or maintenance of the collection system components will be invoiced separately in accordance with the rates shown in Appendix B.
- 4.3 Non-Flovac parts purchased and installed are subject to the manufacturer's warranty only.

5.0 Commercial Terms

- 5.1 Base Annual Fee: \$95,000.00 (invoiced quarterly in advance).
- 5.2 Parts & Components: Flovac parts may be optionally purchased at the rates in Appendix A.
- 5.3 Standard Time & Materials: Flovac services and supplemental parts may be authorized by KLWTD based on the rates provided in Appendix B.
- 5.4 This proposal is valid for 90 days beyond the date of issue.
- 5.5 Payment Terms: Net 30 days from invoice date.
- 5.6 Flovac will not proceed with any work outside of the contractually defined scope of work without receiving written authorization to proceed.
- 5.7 Upon receiving due notice, Flovac may proceed with authorized repairs at the standard time & materials rate as identified in Appendix B.
- 5.8 Non-Appropriation: Continuation beyond the current fiscal year is optional contingent on mutual written agreement of renewal and contingent upon appropriation of funds; if not appropriated, KLWTD may terminate without penalty at the end of the then-current budget period.

6.0 Assumptions, Exclusions & District Responsibilities

6.1 Assumptions

- KLWTD conducts initial inspection of collection system components upon receiving alarm, notifying Flovac after 2 number of repeated alarms on the same valve within the following duration: 2 days.
- KLWTD will complete and log the required repairs and maintenance on the physical collection system monitoring components following identification of root cause of nuisance alarms by Flovac. Necessary parts and components will be purchased based on the pricing in Appendix A and invoiced separately.
- Flovac will complete and track causes and adjustments taken to remedy software issues which cause nuisance alarms.
- Flovac will provide support for all new monitoring connections for KLWTD infrastructure.

6.2 Exclusions

- Field services (installations, PM/repair) unless authorized by KLWTD, non-Flovac hardware, third-party carrier outages, force majeure, cyber events not attributable to Flovac's systems, data retention beyond standard terms, and any services not expressly listed in Section 2.

- Monthly monitoring platform fees (\$500/month) are excluded from this agreement and will be invoiced under a separate agreement.

6.3 KLWTD Responsibilities

- Conduct initial investigation into alarms.
- Record initial investigation findings on the monitoring page.
- Notify Flovac when nuisance alarm conditions occur for field inspection.
- Ensure site access, if needed, for Flovac staff actions.
- Promptly notify Flovac of anomalies, site changes, or operational constraints.

7.0 Legal & Compliance

- **7.1 Data Ownership & Public Records** All telemetry, operational, and system performance data generated by the Flovac Monitoring System in connection with services provided under this Agreement shall remain the sole property of the Key Largo Wastewater Treatment District ("KLWTD").
- Flovac is granted a limited, non-exclusive, non-transferable license to access, process, analyze, and store such data solely for the purpose of performing services under this Agreement, including system monitoring, diagnostics, reporting, and performance optimization.
- Flovac shall comply with Chapter 119, Florida Statutes, with respect to public records related to services performed under this Agreement. Public records in Flovac's possession shall be made available to KLWTD upon request and in accordance with statutory requirements.
- Flovac shall not be deemed the custodian of public records generated or maintained on behalf of KLWTD and shall not be responsible for responding directly to public records requests unless expressly authorized in writing by KLWTD.

7.2 Data Security, Retention, and Backups

- Flovac shall implement commercially reasonable administrative, technical, and physical safeguards designed to protect system data from unauthorized access, disclosure, or destruction while in Flovac's control.
- Flovac's monitoring platform is not intended to serve as KLWTD's system of record or primary data backup, and KLWTD remains responsible for maintaining its own archival, redundancy, and disaster-recovery systems unless otherwise agreed to in writing.
- Upon termination or expiration of this Agreement, Flovac shall, upon written request, provide KLWTD with a reasonable export of existing system data in its then-current format, excluding custom analysis or reprocessing unless separately authorized.

7.3 Limitation of Responsibility & Consequential Damages

Flovac shall not be responsible for:

- Loss of data not caused by Flovac's negligence or willful misconduct.
- Damage to property, structures, or private systems not directly under Flovac's control

- Home damage, environmental damage, loss of service, loss of revenue, or other incidental, indirect, special, or consequential damages, except to the extent such damages arise directly from Flovac's gross negligence or willful misconduct, or a material breach of this Agreement.

7.4 No Operational Control Disclaimer

- KLWTD acknowledges that Flovac's services are advisory and support-based in nature. Final operational decisions, response actions, and maintenance execution remain solely the responsibility of KLWTD and its operating staff.
- Flovac does not have direct control over field operations, third-party infrastructure, or contractor response times unless expressly authorized in writing.

7.5 Insurance

- CGL \$1M per occurrence/\$2M aggregate; Auto \$1M CSL; Workers' Comp per Florida law; Tech E&O/Professional \$2M aggregate (certificates available on request).

7.6 Indemnification; Hold Harmless; Sovereign Immunity

- To the extent permitted by Florida law, Flovac shall indemnify, defend, and hold harmless KLWTD, its Board of Commissioners, officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:
 - (a) the negligent acts, errors, or omissions or willful misconduct of Flovac or anyone directly or indirectly employed by Flovac in the performance of the Services; or
 - (b) Flovac's breach of this Agreement.
- This obligation shall not apply to the extent such claims arise from the negligence or willful misconduct of KLWTD or its officers, employees, or agents.
- Nothing in this Agreement shall be construed as a waiver of KLWTD's sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes. Flovac agrees that any indemnification obligations owed by KLWTD, if any, shall be subject to and limited by the provisions of Section 768.28, Florida Statutes.

7.7 Termination

7.7.1 Termination for Convenience.

- KLWTD may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) days' prior written notice to Flovac. In the event of such termination, Flovac shall cease work as directed and shall be entitled to payment for Services satisfactorily performed through the effective date of termination, plus authorized, non-cancelable costs incurred prior to termination. Flovac shall not be entitled to anticipated profits, consequential damages, or costs incurred after the effective date of termination.

7.7.2. Termination for Cause

- Either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach. In the event of termination for cause by KLWTD, payment shall be limited to Services satisfactorily performed through the effective date of termination.

7.7.3. Effect of Termination

- Upon termination or expiration of this Agreement:
- All licenses granted to KLWTD for the software shall continue through the end of the paid service period unless earlier terminated for cause;
- Each party shall return or destroy the other party's confidential information in accordance with this Agreement; and
- Sections relating to payment obligations, data ownership, public records, indemnification, limitation of liability, governing law, and sovereign immunity shall survive.

7.8 Governing Law & Venue

- State of Florida; venue in Monroe County, Florida.

8.0 Acceptance

Please indicate acceptance by signing below. Upon receipt, Flovac will issue a kickoff notice and coordinate initial contacts and priorities.

For: Flovac Americas, LLC

Name/Title:

Signature:

Date: _____

For: Key Largo Wastewater Treatment District

Name/Title:

Signature:

Date: _____

Appendix A — Parts & Components Price List

(The pricing shown in Appendix A reflects a 10% discount on Flovac-manufactured parts only. Non-Flovac parts are excluded from this discount and are subject to standard manufacturer pricing.)



**Flovac
Americas**
15 Utility Dr.
Suite A
Palm Coast, FL
32137

Sales Quote



Order number
Date

QU-1344
May 27, 2026

Billing Address

Key Largo Waste Water Treatment District
PO BOX 491
Key Largo, Florida
33037
USA

Contact

Rudy Perez

Parts pricing list for reference only
- not an invoice

Phone

305-522-4019

Email

rodolfo.perez@klwtd.com, finance@klwtd.com

Payment Terms

Net 30

Product	Quantity	Unit Price	Discount	Tax code	Subtotal
 1USFC0005 - Electronic Controller Electronic Controller	1	\$628.02	10 %	Non-Taxable	\$565.22
 Flovac Smart Monitoring Module, 915Mhz, Flovac USA Flovac Smart Monitoring Module, 915Mhz, Flovac USA	1	\$607.59	10 %	Non-Taxable	\$546.83
 912027 - Vacuum Sensor 3.3v, Sensor Only Vacuum Sensor 3.3v, Sensor Only	1	\$517.13	10 %	Non-Taxable	\$465.42
 FMS Battery Pack FMS Battery Pack 38,000mAh	1	\$125.00	10 %	Non-Taxable	\$112.50
 912517 - IP67 Pressure Sensor (Force Main Monitoring) Pressure Sensor (Force Main Monitoring- not vacuum) IP67	1	\$1,886.32	10 %	Non-Taxable	\$1,697.69
 Sensor, Valve, Flovac/Airvac, 2mtr (Assembly) Sensor, Valve	1	\$221.85	10 %	Non-Taxable	\$199.67
 Magnet with Holder, Valve	1	\$12.45	10 %	Non-Taxable	\$11.21
 Float Sensor Float Sensor only. Weight sold separately. Additional kit might be needed for 1 piece pit vs. 2 piece pit.	1	\$237.84	10 %	Non-Taxable	\$214.06
 Wye Cable M12, 4P, Male to Female 2x	1	\$39.00	10 %	Non-Taxable	\$35.10
 1USFVP0025AV - Remote Mount Controller Kit (AV Pits) Remote Mount Controller Kit (Other Pits)	1	\$356.04	10 %	Non-Taxable	\$320.44

Pedestals, Conduit, Grommets, Valves and Controller sold Separately.

This kit will work with existing vacuum valves.

Need 2in. or larger conduit and pedestal to locate the controller.

Parts pricing list for reference only
- not an invoice



1USFMS0007-16- Gateway 915Mhz, USA

Gateway 915Mhz, USA, Assembly

Includes:

- Antennas
- Bracket

1

\$9,102.00

10 %

Non-Taxable

\$8,191.80



Valve Rebuild Kit for 3" Valve, USA

Valve Rebuild Kit - Flovac and Others

1

\$86.10

10 %

Non-Taxable

\$77.49



Flovac Controller, Standard

Standard Controller.

Activation Height 4.75" to 6.25"

1

\$471.78

10 %

Non-Taxable

\$424.60



Flovac 5.5FT Pit - Pretested, Install Ready

Included:

- 3" Flovac Valve
- Flovac Controller
- Slip Key
- 3" Spigot
- Hose clamps both 3/8 and 5/8
- Gate Valve (knife valve)
- Lock for Gate Valve
- 2" Grommet
- 4" Grommet x 2
- 6" Grommet x 1

1

\$4,932.47

10 %

Non-Taxable

\$4,439.22

Sold Separately:

- Flovac Metal Lid with seal - 24", 4" rise
- Flovac Air Dedicated Air Terminal



1USFVP0001- Flovac Metal Lid w/Seal

24" - 4" rise- Ductile Iron Hinged Lid

Includes:

- Gasket Seal

1

\$693.72

10 %

Non-Taxable

\$624.35



1USFMS0012 - FMS Solar Power Manager

6V 5W Max Input

Out: 3.3 Volt, 5,700mAh

1

\$251.60

10 %

Non-Taxable

\$226.44

Also used on low pressure monitoring with 110v to 5v power supply



1USFMS0036 - Solar Panel

3.5W 6V Charcoal Solar Panel

1

\$39.38

10 %

Non-Taxable

\$35.44

Remarks

Valid for 365 days following the execution of this Agreement

Subtotal

\$18,187.48

Appendix B — Flovac Standard Time & Materials Rates

Appendix B — Flovac Standard Time & Materials Rates

Flovac Service Agreement		
Appendix B - Flovac Standard T & M Rates		
Description	Unit Price	Unit
Field Technician:	\$ 155.00	Hourly
Senior / Lead Technician	\$ 245.00	Hourly
Ops / Technical Manager	\$ 275.00	Daily Per Person
Work perform outside of normal working hours	+ 30%	
Non-Flovac Materials and Supplies	Cost + 15% for OH/MU	

1. T&M services shall be performed only upon written authorization by KLWTD.
2. Travel to and from jobsite shall be considered hours worked.
3. Minimum call out is 4 hours, over 4 hours billing increments shall be one-half (0.5) hour unless otherwise agreed.
4. Overtime, weekend, or emergency response services, if requested, may be billed at adjusted rates.
5. Above charges would not apply to warranty work/repairs while components are under warranty period.
6. If Flovac is called to a valve pit for a condition that is not defined as a nuisance alarm, travel will be charged in accordance with Item No. 2 for the inspection of the valve pit. Authorization should then be obtained, per Item No. 1 above, before proceeding