# FLORIDA KEYS AQUEDUCT AUTHORITY

# BOARD OF DIRECTORS' MEETING Open to the Public

Keys Energy Services 1001 James Street Key West, Florida 33040

Wednesday, June 27, 2018 10:00 a.m.

# **PUBLIC HEARING**

Presentation on Proposed Budget for Fiscal Year 2019 and Proposed Water Rate Increase

# **REGULAR MEETING AGENDA**

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

May 22, 2018 Budget Workshop May 23, 2018 Regular Board Meeting

# ADDITIONS/DELETIONS TO AGENDA

# ACCEPTANCE OF AGENDA

# **CONSENT AGENDA ITEMS**

# OFFICE OF COUNSEL

1. OOC – 01. Consideration to approve payment to Allen, Norton & Blue, PA for May 2018 (\$662.80)

# **DIVISION OF UTILITY OPERATIONS**

2. DUO – 01. Consideration to approve to extend Bid # FKAA-IFB-0010-17, Anhydrous

**Note:** The Board of Directors does allow time for comments from the public, who have completed sign-in cards, on any Agenda Item or any specific areas of concern. Individuals will be allotted 3 minutes to make presentation. Representatives from established groups will be allotted 5 minutes to make presentation.

- Ammonia from Airgas Specialty Products, for one additional year for use at the J. Robert Dean Water Treatment Plant (\$71,040.00 estimated)
- 3. DUO 02. Consideration to approve the sole source purchase of seven water storage tank vents from ARC3 Corporation (\$54,346.00 estimated)
- 4. DUO 03. Consideration to approve Award Bid #: FKAA-IFB-0010-18, Two-Year Contract for the removal of lime sludge from the J. Robert Dean Water Treatment Plant (\$93,000.00)

# **REGULAR AGENDA ITEMS**

# **EXECUTIVE DEPARTMENT**

- EO 01. Executive Director's Report
  - Florida Power and Light Update
  - Key West Administration Building Update
  - Hurricane Preparedness
  - Consumer Confidence Report

# **DIVISION OF ADMINISTRATION**

- DOA 01. Summary of Financial Information for October 2017 through May 2018
- DOA 02. Summary of Contractual Commitments through May 31, 2018
- DOA 03. Consideration to declare surplus equipment with a total book value (\$183,881.32)
- DOA 04. Consideration to approve the purchase of three Fly-Away Emergency Satellite Systems (\$91,934.80)

# **DIVISION OF UTILITY OPERATIONS**

- DUO 01. Consideration to approve a design wind load and conceptual exterior design style for the new Key West Administration Building
- DUO 02. Status Report on Cudjoe Regional Wastewater Project
- DUO 03. Consideration to approve contract with Carollo Engineers, Inc. to provide design engineering services and bidding assistance for Project # 1152-17 Phase 111-Key Largo to Ocean Reef Transmission Watermain Replacement (\$69,001.00)
- DUO 04. Consideration to approve amendment to Water Science Associates agreement for professional hydrogeology services related to groundwater impacts associated with FPL's cooling canal system (\$125,000.00)
- DUO 05. Consideration to approve contract with Black & Veatch Corporation to conduct a facility planning assessment for Project # 1150-17 Stock Island Reverse Osmosis upgrades (\$174,879.00)
- DUO 06. Consideration to approve payment of FY 2017 annual fee for Miami-Dade County Department of Environmental Resource Management (DERM) Wellfield Protection Program (\$174,477.00)
- DUO 07. Consideration to approve addendum 1 of contract with Carollo Engineers, Inc. to provide design engineering services and bidding assistance for Project # 1154-17-

FKAA Agenda – June 27, 2018 Page 3

Grassy Key Transmission Main Replacement (\$206,050.00)

DUO – 08. Consideration to approve change order #2 for Project # 4067-16 with Key Honey LLC for the reconciliation of Schedule A contract items for Middle/Big Torch Key LPSS and quantity and price adjustments for miscellaneous items on Schedule B, LPS Continuing Services (\$354,947.00)

# **BOARD OF DIRECTORS**

BOD – 01. Internal Compliance Audit update as of June 27, 2018

BOD - 02. Board of Directors Discussion

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	_DOATA	.В:	CONSENT:		REGULAR:	
MEETING DATE:	June 27, 2018	_	DIVISION:	Administration	n	
AGENDA TITLE:		7707-2844			· · · · · · · · · · · · · · · · · · ·	
Public hearing #1	for proposed 2019	budget.				
ITEM BACKGROUN	ID:					
Three public heari	ings are required pr	ior to budget adop	tion in Aug	ust of 2018.		
PREVIOUS RELEVA	ANT ACTION BY FKAA	BOARD OF DIRECT	TORS:			
STAFF RECOMMEN	IDATION (MOTION):					
SUPPLEMENTAL IN	IFORMATION:					
Proposed 2019 bu	idget document atta	iched.				
DOCUMENTATION:	Included: X	To-Follow:		Not Req	uired:	
Cost to FKAA:	\$	ВІ	JDGETED:	Yes	No	
Cost to Others: Total Cost:	\$ \$				·	
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DEPARTMENT.	DEPARTMENT: Digitally signed by Kerry					
Kerry Shelby Shelby Date: 2018.06.15 10:51:18  DIVISION DEPUTY EXECUTIVE DIRECTOR APPROVAL:  -04'00'						
Reviewed by: Inter	mal Auditor:	General Counsel:	RIF	Executive D	irector: X	
,		_	-111			
BOARD ACTION:						
Approved: 🛘	Tabled: 11	Disapproved: []	Re	commendation F	Revised: ⊔	
Comments:						
		,	<u></u>			

# FLORIDA KEYS AQUEDUCT AUTHORITY

2019 BUDGET & FINANCIAL PLAN



Florida Keys Aqueduct Authority's Budget and Financial Plan 2019

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FLORIDA KEYS AQUEDUCT AUTHORITY

# BUDGET AND FINANCIAL PLAN 2019

305.296.2454

www.fkaa.com

1100 Kennedy Dr,

Key West, FL 33040

Florida Keys Aqueduct Authority's Budget and Financial Plan 2019

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Strategic Goals, Initiatives and Implementation Strategies
Other Planning Processes and Their Impact on the Budget
Profile of the Florida Keys

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Demographic and Economic Information

System Overview

Profile of the Authority

Budget Highlights, Issues and Priorities

How Each Dollar of the Budget Will Be Spent

Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 Introduction and Overview
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# FLORIDA KEYS AQUEDUCT AUTHORITY

# **2019 BOARD OF DIRECTORS**

# J. ROBERT DEAN CHAIRMAN

**District 3-** Current term expires December 31, 2020 Owner and Director, Dean-Lopez Funeral Home

# RICHARD J. TOPPINO VICE CHAIRMAN

District 2- Current term expires December 31, 2018

Treasurer, Charley Toppino & Sons, Inc.

Vice President, Monroe Concrete Products, Inc.

# DAVID C. RITZ SECRETARY/ TREASURER

**District 5-** Current term expires December 31, 2020 President, Ocean Reef Community Association

# ANTOINETTE M. APPELL BOARD MEMBER

District 4- Current term expires December 31, 2020
Highly Qualified Paraprofessional with the
Monroe County School District

# **CARA HIGGINS BOARD MEMBER**

District 1- Current term expires December 31, 2018
Partner, Horan & Higgins LLP

# Message from the Executive Director

# KIRK ZUELCH



On behalf of the Board of Directors and staff of the Florida Keys Aqueduct Authority, we are pleased to present our annual budget for the fiscal year ending September 30, 2019, as adopted by the Board of Directors on August , 2018, and the related five-year financial plan and capital financing plan.

The document is organized into five main sections. First is an introductory overview of the organization followed by a summary of our financial structure, policies and budget process. The next three sections provide financial summaries, the capital budget and debt and a detailed discussion of the operating budgets for each of our departments. This budget will remain in effect through September 30, 2019 and may only be amended through specific action of the Board. In accordance with our enabling legislation, actual expenditures for the fiscal year may not exceed the final budgeted expenditures as amended.

Hurricane Irma had a significant impact on the Florida Keys and the Authority's infrastructure in 2018 and efforts to harden the system and recover damage costs

are continuing into the upcoming budget year. Operating revenue is budgeted to increase over the current year due to a proposed 3% rate increase and a 3% inflation index effective October 1, 2018. Sales volumes are projected to remain flat with the current year levels. Operating expenses are budgeted slightly higher than the current year due mainly to additional personnel costs, increases in insurance costs and replacement of aging equipment and vehicles. Capital projects are focused on projects that are critical to sustaining continued reliable operations. These projects will be funded through rates and reserves in 2019 but will require additional debt in future years to complete.

Specific budget priorities and economic factors affecting the budget can be found in the introduction and overview section. Further information about the Authority can be found at our website, www.fkaa.com, or may be obtained by calling our contact center at (305) 296-2454.

We take pride in providing reliable water and wastewater services to the residents of and visitors to the Florida Keys in the most cost-effective manner while providing quality workmanship and customer service. This budget was developed to support that mission.

Respectfully submitted,

til Caull

Kirk Zuelch

**Executive Director** 

August , 2017

# VISION, MISSION, VALUES AND GUIDING PRINCIPLES

For the fiscal year 2019



# VISION

The Florida Keys Aqueduct
Authority will be recognized
nationally as a leader in the
provision of safe, reliable water
and wastewater services by
seamlessly integrating advanced
technology to enhance the
customer experience and
maximize efficiencies while
leading as well in environmental
awareness and resource
protection.

# MISSION

The Florida Keys Aqueduct
Authority is a nationally
renowned and community
oriented publicly owned utility
that provides reliable, safe and
efficient water and wastewater
services in a fiscally and
environmentally responsible
manner with a highly trained,
professional, and dedicated team
of employees.

# **VALUES**

To achieve our mission, the Authority is committed to the following values:

- Customer satisfaction
- Excellent water quality
- · Community involvement
- Strong working relationships with municipal, county, state and federal government agencies
- Employee development, communication and career growth
- Well maintained, reliable and secure systems
- · Cost effective services
- Protection of environmental resources
- Financial stability

# VISION, MISSION, VALUES AND GUIDING PRINCIPLES

For the fiscal year 2019

# **GUIDING PRINCIPLES**

In providing the highest quality water services to our customers, we embrace the following ten attributes of effectively managed water sector utilities as our guiding principles.

### FINANCIAL VIABILITY

We understand the full life-cycle costs of the utility and maintain an effective balance between long-term debt, asset values, operations and maintenance expenditures, and operating revenues. We establish predictable rates that are equitable and consistent with community expectations and acceptability, adequate to recover costs, provide for reserves, maintain support from bond rating agencies, and plan and invest for future needs.

- · Cost effective services
- Protection of environmental resources
- Financial stability

# **OPERATIONAL RESILIENCY**

We ensure our leadership and staff work together to anticipate and avoid problems. We proactively identify, assess, establish tolerance levels for, and effectively manage a full range of business risks including legal, regulatory, financial, environmental, safety, security, and natural disaster related.

# **PRODUCT QUALITY**

We produce safe, high quality potable water and treated wastewater effluent in full compliance with regulatory and reliability requirements and consistent with customer, public health, and ecological needs.

## **INFRASTRUCTURE STABILITY**

We maintain and enhance the condition of all assets over the long-term at the lowest possible life-cycle cost and acceptable risk consistent with customer, community, and regulator-supported service levels, and consistent with anticipated growth and system reliability goals.

### WATER SUPPLY AVAILABILITY

We ensure water availability through long-term water supply and demand analysis, conservation, agency interaction, and public education.

# **CUSTOMER SATISFACTION**

We provide reliable, responsive, and affordable services in line with our customer expectations. We value their opinions and suggestions.

### OPERATIONAL OPTIMIZATION

We ensure ongoing, timely, cost-effective, reliable, and sustainable performance improvements in all facets of our operation.

# EMPLOYEE AND LEADERSHIP DEVELOPMENT

We recruit and retain a workforce team that is skilled, motivated, adaptive, and safe-working. We encourage a participatory, collaborative organization culture dedicated to continual learning and improvement. We emphasize opportunities for professional and leadership development and strive to maintain an integrated and well-coordinated senior leadership team.

### COMMUNITY SUSTAINABILITY

Manage operations, infrastructure, and investments to protect, restore, and enhance the natural environment. We efficiently use water and energy resources; promote economic vitality; and engender overall community involvement and improvement.

# STAKEHOLDER UNDERSTANDING AND SUPPORT

We actively involve stakeholders in the decisions that will affect them. We garner understanding and support from community interests for service levels, rate structures, operating budgets, capital improvement programs and risk management decisions.

# VISION, MISSION, VALUES AND GUIDING PRINCIPLES

For the fiscal year 2019

# STRATEGIC GOALS, INITIATIVES AND IMPLEMENTATION STRATEGIES

Our strategic goals define what we seek to accomplish to fulfill FKAA's vision. They reflect the unique challenges that FKAA faces as provider of water services for the Florida Keys. These goals simultaneously address infrastructure needs, opportunities to enhance customer services, and responsibilities for stewardship of our environmental resources:

- 1. Develop a sustainable utility and related infrastructure
- 2. Proactive public outreach and superior customer service
- 3. Enhance employee communication and development
- 4. Financial optimization
- 5. Maximize energy efficiency
- 6. Optimize utility operations and treatment

Our approach to accomplishing these goals is framed by the institutional and legal position as a Special District of the State of Florida.



# Other Planning Processes And Their Impact On The Budget

For fiscal year 2019

TYPE OF PLANNING PROCESS

DESCRIPTION OF PROCESS

**BUDGET IMPACTS** 

STRATEGIC PLANNING

PORECASTING

**FINANCIAL** 

Long range (3 to 10 years) with objectives established for budget year

Strategic goals, initiatives and implementation strategies are reviewed with the Board as part of the budget process and updated accordingly

Provides direction for allocation of resources to meet predetermined strategic goals and objectives

Five-year operating plan to facilitate financial planning

Finance staff works with all departments to determine key forecast assumptions to project major revenue sources and expenditures

Provides for budget stability, planning and direction for future resource allocation decision making

CAPITAL MPROVEMENT MASTER PLAN

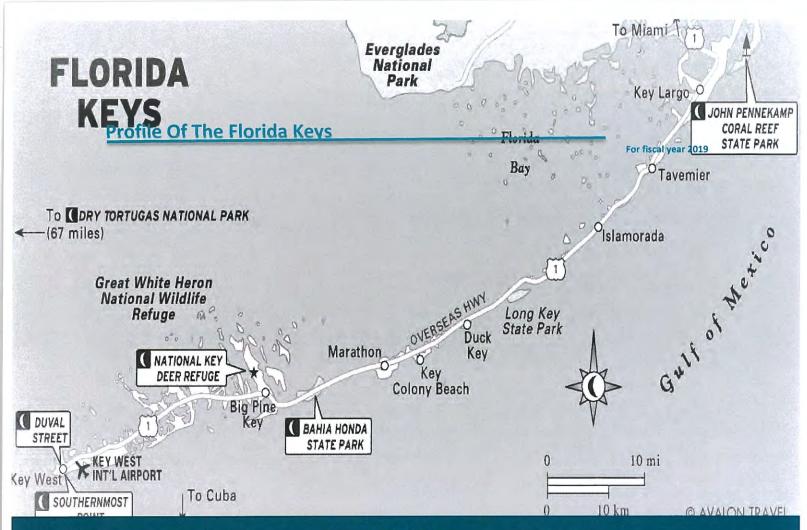
We are proposing a 15-year CIP and master plan Staff evaluates capital needs on an annual basis and programs the plan through a systematic prioritization process Provides for predictable funding level from year to year to allow adequate planning for debt service requirements and operating costs of new facilities and infrastructure improvements

Multi-year plan to replace certain software applications and computer equipment

Initiatives and technology gaps identified in the plan have been prioritized by year, based on needs assessment with adjustments made as necessary

Allows for the funding of software and equipment replacements, maintenance, helpdesk support and network infrastructure replacement annually at established levels. Replacement decisions are determined considering changing software technology, economic issues, maintenance costs and downtime

INFORMATION TECHNOLOGY MASTER PLAN



# The Florida Keys

The Florida Keys are a chain-like cluster of about 1,700 islands in the southeast United States. They begin at the southeastern tip of the Florida peninsula, about 15 miles south of Miami, and extend in a gentle arc south to southwest to Key West, the southernmost city in the contiguous United States. The islands lie along the Florida Straits, dividing the Atlantic Ocean to the east from the Gulf of Mexico to the west, and defining one edge of Florida Bay. At the nearest point, the southern tip of Key West is just 89 miles from Cuba. The total land area is approximately 137 square miles and the county-wide population is about 79,000. Much of the population is concentrated in a few areas of much higher density, such as the city of Key West, which has 32% of the entire population of the Keys.

## Early History

The Keys were originally inhabited by the Tequesta Native Americans and were later found and charted by Juan Ponce de Leon. "Key" is corrupted from the Spanish cayo, meaning small island. For many years, Key West was the largest town in Florida, and it grew prosperous from sponging, cigar making and salvaging ships that wrecked on the nearby reef. The isolated outpost was well located for trade with Cuba and the Bahamas, and was on the main trade route from New Orleans. Improved navigation led to new trade routes and fewer shipwrecks, and spongers and cigar-makers moved to other parts of Florida, leaving Key West in decline by the Great Depression. The economy rebounded with an expanded Navy presence and increased tourism in the years that followed.



# **Overseas Railway**

The Keys were once accessible only by water. This changed with the completion of Henry Flagler's Overseas Railway in the early 1900s. Flagler, a major developer of Florida's Atlantic coast, extended his Florida East Coast Railway down to Key West with an ambitious series of over-sea railroad trestles. The Labor Day hurricane of 1935 ended the 23-year run of the Overseas Railway. The damaged tracks were never rebuilt, and the Overseas Highway replaced the railroad as the main transportation route from Miami to Key West.

# Seven Mile Bridge

One of the longest bridges in the country when it was built, the Seven Mile Bridge connects Knight's Key (part of the city of Marathon in the Middle Keys) to Little Duck Key in the Lower Keys. The water transmission line is housed inside this bridge and crosses 42 other bridges before ending in Key West.

# **Natural Environment and Geology**

The Keys are in the subtropics between 24 and 25 degrees' north latitude. The climate and environment are closer to that of the Caribbean than the rest of Florida, though unlike the Caribbean's volcanic islands, the Keys were built by plants and animals.

The Upper Keys islands are remnants of large coral reefs, which became fossilized and exposed as sea levels declined. The Lower Keys are composed of sandy-type accumulations of limestone grains produced by plants and marine organisms.

The natural habitats of the Keys are upland forests, inland wetlands and shoreline zones. Soil ranges from sand to marl to rich, decomposed leaf litter. In some places, "cap-rock" (the eroded surface of coral formations) covers the ground. Rain falling through leaf debris becomes acidic and dissolves holes in the limestone, where soil accumulates and trees root.

The climate is classified as tropical, and the Keys are the only frost-free place in Florida. There are two main seasons, hot, wet, and humid from about June through October, and somewhat drier and

# **Profile Of The Florida Keys (continued)**

For fiscal year 2019

cooler weather from November through May. Many plants grow slowly or go dormant in the dry season. Some native trees are deciduous, and drop their leaves in the winter or with spring winds.

The Keys have distinctive plant and animal species, some found nowhere else in America, as the Keys define the northern extent of their ranges. The native flora of the Keys is diverse, including both temperate families, such as maple, pine and oak, growing at the southern end of their ranges, and tropical families, including mahogany, gumbo limbo, stoppers, Jamaican dogwood, and many others which grow only as far north as 25 or 26 degrees north latitude.

The Keys are also home to unique animal species, including the Key deer, protected by the National Key Deer Refuge, and the American crocodile. The waters surrounding the Keys are part of a protected area known as the Florida Keys National Marine Sanctuary.

# **Local Economy and Demand Trends**

The primary industries in the Authority's service area are related to tourism. Other industries include military operations and commercial fishing. Many residents are in the service area for only part of the year. The permanent year-round population of Monroe County is approximately 79,000 residents. The average functional population, defined as the sum of the permanent population and the peak seasonal population estimated by the Monroe County Growth Management Division to be approximately 160,000. Due to this difference in population, the Authority experiences monthly fluctuations in water consumption and wastewater flows depending on seasonal demands.



# **Demographic and Economic Information**

For fiscal year 2019

# FLORIDA KEYS

PERCENTAGE
OF POPULATION BY AGE

UNDER 18 YEARS OF AGE
17%
AGES 25 TO 64
62%
65 YEARS OF AGE AND OVER
14%

# ESTIMATED POPULATION

	RESIDE	NT
1	POPULA	TION
1	1960	47,921
	1970	52,586
2	1980	63,188
	1990	79,300
1	2000	79,589
2	2010	73,090
1	2011	73,090
2	2012	72,670
2	2013	73,560
2	2014	74,044
2	2015	74,205
-	2016	76,047
	2017	79,077

# **DEMOGRAPHICS**

AVERAGE HOUSEHOLD SIZE 2.53

MEDIAN HOUSEHOLD INCOME \$60,303
PER CAPITA INCOME \$36,771

% BELOW THE POVERTY LEVEL 11.50

TOTAL HOUSING UNITS 53,122

MEDIAN SINGLE FAMILY HOME VALUE \$400,800

MEDIAN TRAVEL TIME TO WORK (MINUTES)

REFERENCE: HTTPS://DATAUSA.IO/PROFILE/GEO/MON ROE-COUNTY-FL 18.40

For fiscal year 2019

# **FUN FACTS ABOUT THE FLORIDA KEYS**

THE FLORIDA REEF IS ONE OF THE WORLD'S LARGEST REEFS AND IT IS 160 MILES LONG

CUBA IS 90 MILES FROM KEY WEST (MIAMI IS 164 MILES AWAY!)

AFTER 5 ATTEMPTS, DIANA NYAD, AGE 64 SET A WORLD RECORD AFTER SWIMMING FROM HAVANA TO KEY WEST. SHE WAS THE FIRST PERSON TO DO IT WITHOUT A SHARK CAGE

KEY WEST'S EARLIER SPANISH NAME WAS CAYO HUESO



TKAA.COM

For fiscal year 2019

	2017 Average- Key West International Airport	2017 Actual Rainfall-Key West International Airport
October	4.93	2.12
November	2.30	0.11
December	2.22	1.74
January	2.04	1.00
February	1.49	2.05
March	2.05	0.93
April	2.05	3.88
May	3.00	1.19
June	4.11	5.71
July	3.55	3.25
August	5.38	2.23
September	6.71	9.28
Totals	39.83	33.49

Annual Rainfall for the last 10 fiscal years				
Year	Key West International Airport	Miami International Airport		
2017	33.49	78.33		
2016	40.80	75.11		
2015	37.88	47.22		
2014	33.94	73.65		
2013	44.43	60.58		
2012	60.58	97.87		
2011	35.05	50.56		
2010	41.47	68.56		
2009	36.84	51.25		
2008	36.52	63.59		

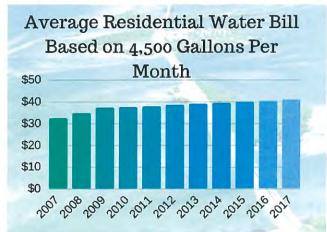
Average Monthly Temperatures Key West					
	Average	Average			
	high	Low			
October	85	76			
November	80	75			
December	76	67			
January	74	64			
February	76	66			
March	78	68			
April	81	72			
May	85	76			
June	88	79			
July	89	80			
August	89	80			
September	88	78			

For fiscal year 2019

# **Water Availability and Sales**

The Authority is permitted by the South Florida Water Management District (SFWMD) to withdraw its supply of water from the Biscayne Aquifer at the Authority's wellfield in Florida City. The Authority's water use permit was approved for a twenty-year term in 2008, allowing the Authority to withdraw an annual daily average of 17.79 million gallons per day (mgd) from the Biscayne Aquifer. The permit also allows for the Authority to withdraw up to 8 mgd from the brackish Floridan Aquifer for treatment through reverse osmosis. This withdrawal should support an additional 6 mgd of treated water supply.

Due to severe drought conditions that occur in South Florida from time to time, mandatory water use restrictions are now being imposed by the SFWMD. With permanent restrictions in place, reduced consumption level has remained consistent and is considered the "new normal" for budgeting purposes. As the economy improved in



recent years, water use trended upward slightly but has once again leveled off with little or no volume growth.

The U.S. Navy remains the Authority's largest water customer. The Navy's presence in the lower keys and Key West remains strong due in part to the large amount of unrestricted air space available for pilot training. Hotels, resorts and government make up most of the Authority's other top ten customers. Economic conditions have worsened, tourism and tourism-related development are slowing and hotels and resorts are using less water.

# Workforce Issues

The Authority's linear geography requires sufficient staff in all areas to respond to operational and customer needs. This makes staff levels and staffing costs higher than in a centrally located system. Service personnel and customer service offices are maintained in three areas of the Keys in addition to the Authority's administrative headquarters in Key West (southern end of the system) and its water treatment plant in Florida City (northern end of the system).

For fiscal year 2019

# **Workforce Issues (continued)**

The cost of living in Monroe County is highest in the state of Florida, mainly due to the cost of housing. This makes recruiting and retaining staff a challenge. Economic conditions have forced some employees to relocate. Therefore, overall compensation must be carefully considered each year in order to assure a sufficient workforce.

# 10 largest customers-year ended September 30, 2017

	Total Gallons				
		Consumed	Total Water	% of Water	
	2017	(000)	Revenues	Revenue	
1	United States Navy	274,784	\$ 1,104,324	3.3%	
2	Monroe County Detention Center	41,483	628,138	1.9%	
3	Cheeca Lodge and Spa	36,108	403,862	1.2%	
4	City of Key West	35,169	392,050	1.2%	
5	Ocean Reef Club Inc	34,153	355,397	1.1%	
6	Monroe County School Board	31,864	337,407	1.0%	
7	Keys Hotel Operator Inc	29,662	336,678	1.0%	
8	Resort Hotels of Key West	21,304	243,568	0.7%	
9	RLJ DBT Key West Lessee LLC	19,049	231,829	0.7%	
10	Stock Island Apartments	18,823	199,833	0.6%	

# 10 largest customers-year ended September 30, 2008

		Total Gallons		
		Consumed	Total Water	% of Water
	2008	(000)	Revenues	Revenue
1	United States Navy	291,322	\$ 938,142	2.4%
2	Monroe County	77,316	670,891	1.7%
3	Ocean Reef Club Inc	49,621	431,711	1.1%
4	Cheeca Holdings LLC	41,634	393,464	1.0%
5	Heartland Hotel Corporation	24,833	222,651	0.6%
6	Hawks Cay Property Holdings	22,997	197,346	0.5%
7	Angler's Club	22,420	207,427	0.5%
8	Key West Beach Suited Ltd.	20,706	192,470	0.5%
9	Venture Out of Cudjoe	20,622	174,331	0.4%
10	NHC FL13 LP	19,706	188,260	0.5%

# SYSTEMOVERVIEW

24 MGD LIME SOFTENING WATER TREATMENT PLANT

10 BISCAYNE AQUIFER SUPPLY WELLS

**5 FLORIDAN AQUIFER SUPPLY WELLS** 

6 MGD BRACKISH WATER REVERSE OSMOSIS PLANT

2 SEAWATER REVERSE OSMOSIS PLANTS (3MGD TOTAL CAPACITY)

187 MILES OF STEEL AND DUCTILE IRON TRANSMISSION MAIN (18"-36") AT UP TO 250 PSI

6 TRANSMISSION BOOSTER AND BACK PUMP STATIONS

43 BRIDGE CROSSINGS

49 MG CAPACITY IN 33 STORAGE TANKS

690 MILES OF POTABLE WATER DISTRIBUTION MAIN AT UP TO 55 PSI

26 PUMPING STATIONS

7 WASTEWATER TREATMENT PLANTS

195 MILES OF WASTEWATER COLLECTION AND FORCE MAIN LINES

14 APPROXIMATE MILES OF RECLAIMED DISTRIBUTION WATER LINES



# **Profile of the Authority**

For fiscal year 2019

# **History and Purpose**

In 1937, the legislature of the state of Florida created the Florida Keys Aqueduct Commission, the predecessor to the Florida Keys Aqueduct Authority (Authority). The Commission was charged with the responsibility of obtaining, supplying and distributing potable water to the Florida Keys. In 1970, the Authority was established by the state legislature to succeed the Commission. The Authority currently operates under Special Legislation 76-441, Laws of Florida, as amended, (Enabling Legislation).

The Authority is the sole provider of potable water for all the residents of the Florida Keys. The Authority also provides wastewater collection and treatment in certain areas of the Florida Keys. The Authority provides service to over 50,000 customers throughout the Florida Keys, which are a part of Monroe County. The reporting entity consists of the operations of the water and wastewater utility.

The Authority is governed by a five-member board of directors appointed by the Governor of the State of Florida from districts identical to the county commission districts in Monroe County. Members serve four-year terms. The Board employs an executive director who is the chief executive officer of the Authority.

# The Authority's Facilities

The Authority has made significant improvements to the infrastructure of the water system over the years to accommodate increased demand. The initial phase of the transmission pipeline replacement was completed in the early 1980s. The Authority then established a long-range capital improvement master plan to address anticipated future water demands. This master plan is being updated in 2019 based on a prioritization methodology designed to identify the criticality of all currently identified projects.

An overview of the Authority's facilities follows.

### Wellfields

The Authority draws its primary raw water supply from the Biscayne Aquifer through ten wells with screened depths of 20 to 60 feet. The wellfield is adjacent to the outskirts of the Everglades National Park and is within an environmentally protected pine rockland. The location of the wellfield, along with restrictions enforced by state and local regulatory agencies, contribute to the unusually high quality of the raw water, which meets all federal and state finished drinking water standards prior to any treatment.

# Water production and treatment facilities

The Authority's primary water production facilities are a lime softening plant that treats water withdrawn from the Biscayne Aquifer and a reverse osmosis plant that treats brackish water from the deeper Floridian Aquifer. Water treated at these facilities is then blended and disinfected before entering the transmission line. The lime softening plant has a design capacity of 24 mgd. The water treatment process consists primarily of lime softening, filtration, disinfection and fluoridation. The reverse osmosis plant treats brackish groundwater and has a design capacity of 6 mgd.

For fiscal year 2019

# Water production and treatment facilities, continued

The Authority also maintains seawater reverse osmosis facilities in Stock Island and Marathon capable of producing 2 mgd and 1 mgd, respectively. These facilities were constructed primarily for emergency operations in the event of a major transmission main break.

## Water transmission and distribution systems

The Authority maintains approximately 187 miles of transmission main and approximately 690 miles of distribution lines. The transmission main ranges in size from 36 inches leaving the water treatment plant in Florida City to 18 inches at the end of the line in Key West and in areas with redundant lines. The Authority operates transmission pump stations at the water treatment plant in Florida City, Key Largo, Long Key, Marathon, Ramrod Key and Stock Island. These pump stations boost the water pressure to meet water demands throughout the service area and can also back pump in the event of a line break. The stations have pumps with electric variable speed drives as well as diesel engine drives for emergencies. The Authority also operates nineteen distribution pump stations located throughout the service area to maintain water pressure in the distribution system.

### Wastewater treatment facilities

The Authority owns and operates a .054 mgd wastewater treatment facility in Bay Point, a .27 mgd facility in Duck Key, a .066 mgd facility in Layton and a .20 mgd facility in Key Haven, Florida. Additionally, the Authority operates a .96 mgd facility in Cudjoe Key and a .33 mgd facility in Big Coppitt that are owned by Monroe County. The Authority and Monroe County are parties to a 99-year lease agreement that grants the Authority the right to operate and maintain county-owned wastewater systems, including setting rates sufficient to fund those operations.

# Wastewater transmission and collection systems

The Authority's wastewater collection systems are comprised of gravity, low-pressure and vacuum systems. There are also transmission force mains that carry the effluent from the collection systems to the wastewater treatment facilities.

# Reclaimed water distribution systems

The Authority provides reclaimed water in certain areas that supplies non-potable irrigation water to residents and resort facilities. This reclaimed water is priced at a reduced rate to encourage customers to use it for non-potable uses rather than using potable water.

For fiscal year 2019

# The Authority's Operations

The Authority serves over 50,000 water customers in a service area that includes all the Florida Keys. Due to the geography of the Florida Keys, operations crews and facilities must be located throughout the service area. In addition to operating the water system, these crews respond to line breaks and other service interruptions, perform scheduled preventive maintenance and leak surveys, and maintain facilities and structures.

The Authority's service area for wastewater services includes all areas in unincorporated Monroe County except Ocean Reef, the Key Largo Wastewater Treatment District (Tavernier, Key Largo and Cross Key), and the area of Stock Island served by Key West Resort Utilities. The Authority also serves the City of Layton. The Authority currently serves approximately 10,500 wastewater customers.

## Water quality assurance

The water quality staff is responsible for water quality assurance for the Authority. In 1996, the Safe Drinking Water Act was approved in response to improvements to the regulatory process for the protection of public health based on sound science. This law regulates the drinking water quality standard setting process, operator certification, monitoring requirements, consumer confidence reports and source water protection. The Authority strives to ensure that the Florida Keys water supply meets the highest quality standards possible for safety, aesthetics and taste. The Authority employs staff that is certified in the treatment, testing, monitoring and distribution of the water supply. Water is tested regularly, both prior to and after treatment, to ensure that it complies with or surpasses all federal and state water quality requirements. An annual consumer confidence report is provided to Authority customers in July of each year.

Protection of the groundwater source from potential pollution is a very important water quality issue. The Authority has an ongoing agreement with the Dade County Department of Environmental Resource Management (DERM) to regulate and manage issues relating to the protection of the Authority's wellfield. DERM monitors ground and surface water to establish water quality trends, enforces laws against illegal discharges, protects important aquifer recharge areas, and regulates underground storage tanks, liquid waste haulers and other hazardous waste

The Authority monitors a network of wells and structures for saltwater intrusion monthly. This network includes seven Authority wells, six United States Geological Survey wells, and four SFWMD canal sites in the Florida Everglades. These seventeen sites provide valuable information on the location, movement and velocity of the saline/fresh water interface.

The Authority uses chloramines as its primary disinfecting agent. Chloramines, though not as strong as free chlorine, remain more stable and do not produce potentially harmful by-products. The Authority performs bacteriological testing on samples taken from approximately 90 sample sites throughout the system to ensure that appropriate disinfection is taking place.

In the state of Florida, water utilities are required to establish an ongoing cross-connection control program to detect and prevent cross-connections that may create a potential health hazard. A cross-connection is any physical connection between the water supply and any private piping arrangement that contains a foreign liquid or substance. To prevent potential backflow from such an arrangement, the Authority must either discontinue water service until the cross-connection is eliminated or require installation of an approved backflow prevention device.

For fiscal year 2019

# **Awards**



# **Distinguished Budget Presentation Award**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded the Distinguished Budget Presentation Award for Excellence in Budget Presentation for the Authority's 2017 budget year. This was the 11<sup>th</sup> consecutive year that the Authority has achieved this prestigious award. The award represents a significant achievement by The Authority. It reflects the commitment of The Authority's staff to meet the highest principles of governmental budgeting. To receive the award The Authority had to satisfy nationally recognized guidelines for effective budget presentation. A Distinguished Budget Presentation Award is valid for a period of one year only. We believe that our current budget and financial plan for the fiscal year ending September 2016 continues to meet the Distinguished Budget Presentation Award's requirements and we have submitted it to the GFOA to determine its eligibility for another award.

# Certificate of Achievement for Excellence in Financial Reporting

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Authority for its Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016. This was the 26<sup>th</sup> consecutive year that the Authority has achieved this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and it has been submitted to the GFOA to determine its eligibility for another certificate.

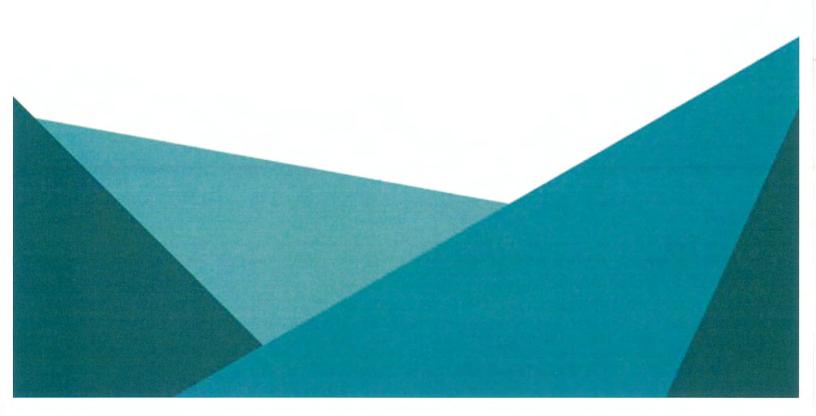


For fiscal year 2019

# **Acknowledgements**

The preparation of the budget and financial plan for the year ending September 30, 2019 was made possible by the dedicated service of the entire staff of the Florida Keys Aqueduct Authority. Each participant has our sincere appreciation for the contributions made in support of this effort.

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For fiscal year 2019

# Milestones

State of Florida creates the Florida Keys Aqueduct Commission, the only water utility in Florida at the time that reported directly to the governor's office.

First water supply system is completed by the U.S. Navy and the Commission. Shortly thereafter, a water treatment plant is built at Florida City having an original capacity of 2.4 mgd.

Water transmission and distribution systems are upgraded to meet rising demand, the Florida City WTP is expanded, booster pumping stations are strategically built along the Keys to boost water pressures, and storage tanks are built. By 1962, water system capacity is 6.5 mgd.

A flash desalination facility is constructed to supplement water supply and pressure in Key West due to increased water demands that exceeded the pipeline capacity.

State of Florida amends enabling legislation changing Florida Keys **Aqueduct Commission** to Florida Keys Aqueduct Authority.

U.S. Navy sells the water system to the Authority for \$2.1 million. The Authority board becomes elected rather than appointed by the governor.

A 3 mgd reverse osmosis plant is built on Stock Island replacing the flash desalination facility to supplement water supply and pressure in Key West until the new, largerdiameter pipeline from Florida City becomes operational.

New larger-diameter pipeline from Florida City to Key West is completed, financed through a loan from the Farmers Home Administration.

J. Robert Dean Water **Treatment Facility replaces** original Navy plant in capacity of 22 mgd.

In August, Hurricane Andrew, one of the worst storms of the century, slams into the J. Robert Dean Water Treatment facility causing a Florida City, having a design considerable amount of damage. The rebuilding of the facility begins immediately after the hurricane passes. Despite the damage, the plant continues to provide disinfected potable water to the Florida Keys by operating on emergency back-up generation for 21 days.

Reverse osmosis facility on Stock Island is renovated. The plant's capacity is split between Stock Island (2 mgd) and Marathon (1 mgd) to provide potable water during emergencies.

The lime-softening water plant is upgraded and expanded to provide more treatment and storage capacity.

The Keys are impacted by four named hurricanes, culminating in October with **Hurricane Wilma which** caused extensive flooding throughout the Keys. The damages to the Authority from Wilma were substantial, yet water service was not interrupted.

The David C. Ritz Booster **Pumping Station at Key** Largo is placed into service to assure adequate water pressures are maintained in the transmission pipeline for the delivery of water to the Florida Keys.

For fiscal year 2019

# Milestones (continued)

# Recent Milestones

2009

The Authority completed construction of a 6 mgd reverse osmosis plant adjacent to its lime softening plant in Florida City. This facility helps the Authority meet dry season permit limitations and reduces the strain placed on the Biscayne Aquifer. The Authority also placed in service the Big Coppitt Regional Wastewater system serving approximately 1,100 customers in the lower keys.

South Florida experienced severe drought

South Florida experienced severe drought conditions, with one of the driest periods in 80 years. Water conservation efforts, along with the effects of an extended financial recession, resulted in a ten-year low in water demand.

2019

The Authority is nearing completion of a \$200 million wastewater system to service the lower Keys. This system is the last major wastewater system necessary to complete advanced wastewater treatment throughout the Keys.

# **Budget Highlights, Issues and Priorities**

For fiscal year 2019

# **Key Highlights**

The 2019 budget reflects the impacts of several important initiatives and internal factors as well as certain external factors. Some of the important initiatives and internal factors include:

- Final completion of the Cudjoe Regional Wastewater System
- Comprehensive capital improvement plan
- Contractual salary increases

Other budget impacts that are driven by external factors include the following:

- Continued repairs from Hurricane Irma damage
- Potential impacts of future hurricanes
- Impacts of high cost-of-living on recruitment and workforce retention
- Uncertainty of employee health care costs for self-retained risk
- Increasing costs of property insurance due to the recent spike of natural disasters

These impacts, as well as other budget drivers, are discussed in more detail below.

# **Operating Revenue**

# Utility operating revenue

After several years of reduced consumption, water sales began to show signs of recovery in recent years but have leveled off in 2017 and 2018. Water volume sales are budgeted to remain consistent with the current budget. The budget includes a proposed 3% increase in water rates and a projected 3% rate adjustment for inflation effective October 1, 2018 for all fees and charges.

# Other revenue and capital contributions

System development fees remain relatively insignificant, comprising only about 2% of overall revenue. Interest income is also minor, less than 1% of total revenue.

# **Operating Expenses and Operating Capital Outlay**

The total overall budgeted operating expenditures, including capital outlay for ongoing operations, are about 6.1% higher than those budgeted in the current year. Some of the significant budgeted expenditures are discussed below.

### Personnel costs

Salaries and benefits are budgeted at \$27,762,200, or about 4.3% higher than the current budget. A cost of living salary adjustment of 3% is budgeted to go into effect for all employees on October 1, 2018 along with an average estimated merit increase of about 1.1%. This amount will vary based on actual performance results. Nine new positions were added in the 2019 budget. Five are wastewater personnel along with two additional water distribution operators, an electrician and a customer service field representative position.

# **Budget Highlights, Issues and Priorities (continued)**

For fiscal year 2019

# Other operating expenses

Operating costs, such as materials and maintenance are budgeted to increase, mainly due to the new wastewater system on Cudjoe Key. The increase in insurance costs is due to recent increased claims across the country due to natural disasters such as flooding, hurricanes and wild fires. Engineering costs are increasing due to initiation of an updated master plan. The increase in other utilities and technical services is due to the continued movement towards a cloud-based database. Other consulting and support services increased due to the continued implementation of a new asset management system.

# Capital outlay

Capital outlay is budgeted at \$4,165,500, an increase of \$433,200 over the current year. These costs are for replacement of aging vehicles and heavy equipment and for upgrading master taps.

# **Capital Improvement Projects**

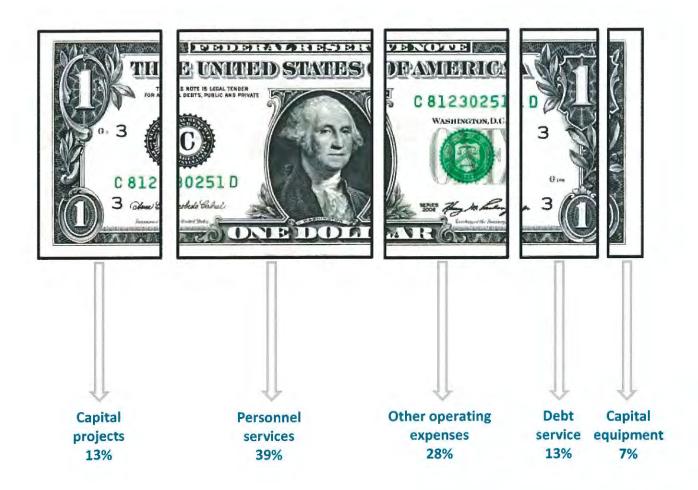
The 2019 capital improvement plan is centered around projects that are critical to sustaining continued reliable operations. The 2019 portion of the plan calls for \$9,563,500 in capital expenditures and includes costs for distribution and transmission line replacements in areas identified as vulnerable to breaks. Also included are projects to redirect wastewater flows on the US Navy base to the newer centralized treatment plant on Cudjoe Key that meets current treatment standards as well as the final design, preparation of construction documents and permitting for the new administration building in Key West. See a detailed discussion of capital projects under the section entitled Capital and Debt.

# **Capital Financing and Debt Service**

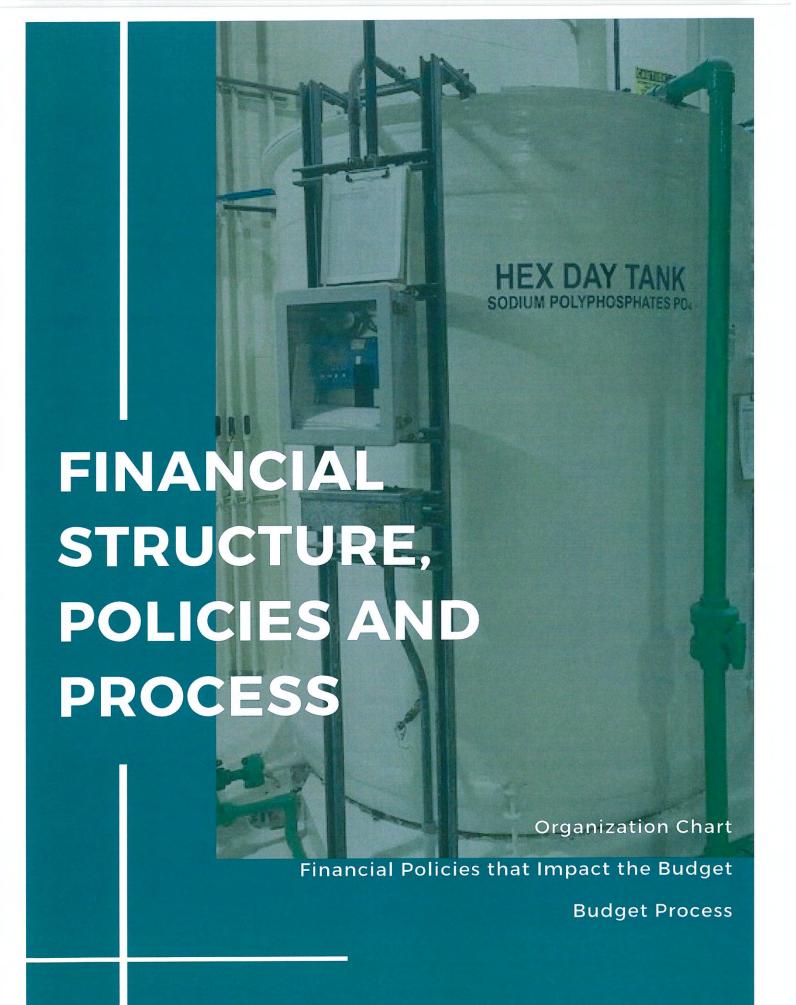
The Authority may issue debt for constructing and maintaining the system's infrastructure or for refunding previously issued debt by pledging the revenue of the individual systems. No legal debt limit exists. However, revenue must be sufficient to fund operations, service the debt payments and provide a coverage factor as defined in the bond covenants.

No new bond issues are included in the 2019 budget. Debt service is budgeted at approximately \$8.9 million, an increase of about 1%. The finance team continually evaluates the cash requirements of the capital improvement plan and proposes financing alternatives to the Board for consideration throughout the budget year.

#### HOW EACH DOLLAR OF THE BUDGET WILL BE SPENT

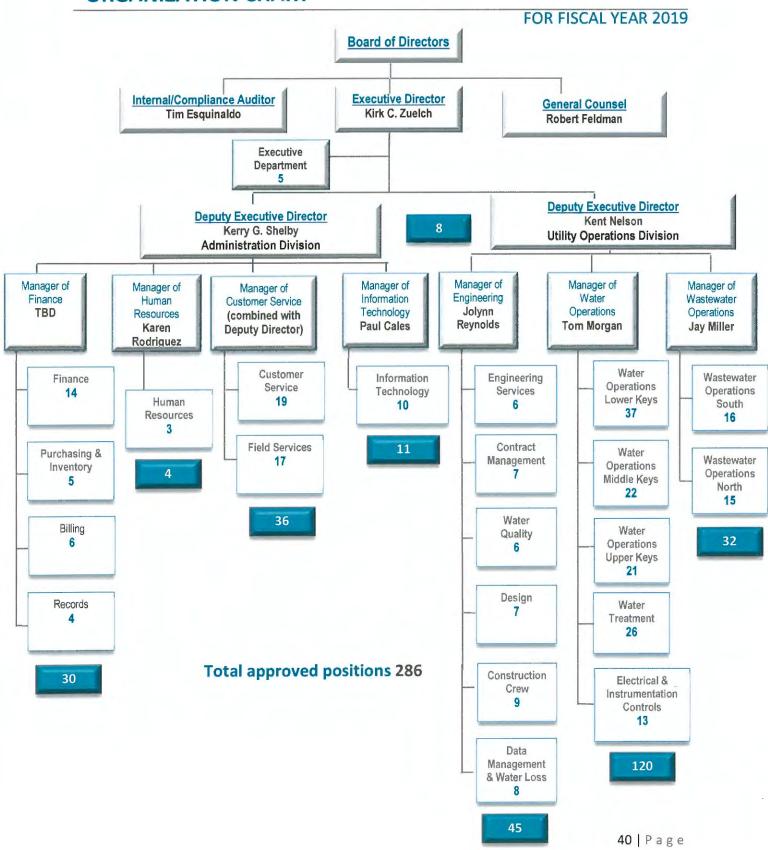


Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 Introduction and Overview
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Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 Financial Structure, Policy and Proc	ess
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### **ORGANIZATION CHART**



## **CONTACT INFORMATION**

	FOR FISCAL YEAR 2
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Tom Morgan, Manager of Water Operations	
	tmorgan@fkaa.com . 305-295-635
Jay Miller, Manager of Wastewater Operations	
	jmiller@fkaa.com . 305-809-262
Jolynn Reynolds, Manager of Engineering	

#### **Financial Policies That Impact The Budget**

For fiscal year 2019

#### **Performance Measurement Policies**

The Authority will update its strategic plan that identifies the strategic initiatives each year as part of the budget process.

Annually, each department will develop departmental performance measures that support successful results in achieving its strategic initiatives. Goals should be related to core services of the department and should reflect customer needs. The measures should be a mix of different types, including effectiveness, efficiency, demand and workload.

Performance measures will be used as a basis for preparing the Authority's budget. All budgeted amounts should be directly or indirectly linked to accomplishing the department's and the Authority's strategic initiatives.

#### **Planning**

The Authority will prepare and maintain an ongoing five-year financial plan. The plan will include projections of existing revenue and expenses as well as operating costs and revenue of future capital improvements included in the capital budget.

#### **Interim Financial Reporting**

The Authority will prepare and distribute interim budget reports comparing actual versus budgeted revenue and expense activity. The Authority will establish and maintain accounting practices that can relate budget amounts to actual results.

#### **Capital Improvement Policies**

The Authority will develop and maintain a multi-year plan for capital improvements. The Authority will enact an annual capital budget based on the multi-year capital improvement plan.

The Authority will develop the capital improvement budget along with the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.

The Authority will maintain all its assets at a level adequate to protect the Authority's capital investment and to minimize future maintenance and replacement costs.

The Authority will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to the Authority board for approval.

The Authority will determine the most favorable financing method for all new projects.

#### **Debt Management Policies**

The Authority will continually review its outstanding debt to evaluate whether the financial marketplace will afford the Authority the opportunity to lessen its debt service costs.

The Authority will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.

#### Financial Policies That Impact The Budget (continued)

For fiscal year 2019

When the Authority finances capital projects by issuing bonds, it will pay back the bonds within a period not to exceed the estimated useful life of the project. The Authority will strive to have the final maturity of revenue bonds at or below thirty years.

The Authority will not use long-term debt proceeds for current operations.

The Authority will maintain good communications with bond rating agencies regarding its financial condition.

The Authority will follow a policy of full disclosure on every financial report and borrowing prospectus.

#### **Revenue Policies**

The Authority will maintain a diversified and stable revenue system to shelter it from unforeseeable short-run fluctuations in any revenue source.

The Authority will estimate its annual revenue by an objective, analytical process, wherever practical. Each existing and potential revenue source will be re-examined annually.

Each year the Authority will evaluate the full costs of activities supported by user fees for rate recovery sufficiency.

The Authority will automatically revise user fees annually to adjust for the effects of inflation.

#### **Investment Policies**

The Authority will adhere to the investment policies adopted by its Board of Directors. These policies apply to the investment of short-term operating funds of the Authority available after meeting current expenditures. These policies do not apply to longer-term funds and proceeds from bond issues. Topics included in the investment policies include information on:

- Investment objectives
- Safety
- Liquidity
- Yield
- Prudence and ethical standards
- Authorized investments
- Risk and diversification
- Authorized investment institutions and dealers
- Internal controls
- Reporting

#### **Working Capital**

The Authority will strive to maintain operating reserves in an amount greater than or equal to three months of basic operating expenses.

The Authority will strive to maintain a reserve of at least \$11,000,000 for working capital in the event of a natural disaster or operating emergency.

## **Financial Policies That Impact The Budget (continued)**

For fiscal year 2019

#### **Surplus Policies**

It is the intent of the Authority to use all surpluses generated to accomplish these goals:

- Meeting reserve policies
- Avoidance of future debt
- Capital replacement
- Retirement or refinancing of existing debt
- Cash payments for capital improvement program project

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#### **Budget Process**

For fiscal year 2019

#### **Budget Preparation**

The Authority begins the budgeting process in February of each year by updating its strategic initiatives and identifying specific goals to be accomplished during the upcoming budget year. Based on those initiatives, each department prepares a preliminary summary of significant budget items and changes from the previous year, including staffing changes, major capital purchases, technology needs, capital projects and changes in debt service requirements. These summaries are reviewed with the board's budget committee in a public workshop or board meeting to get preliminary feedback from the Board on the final development of the budget.

Acting on the input from the Board, staff prepares a detailed draft budget for each cost center within the Authority. This draft budget is reviewed by the budget committee or the entire board in three public hearings, each of which will provide an opportunity for input from the public. The budget committee may schedule additional meetings during this process as necessary. A draft budget must be advertised in newspapers of general circulation in the Florida Keys no later than August 1<sup>st</sup> to comply with the Authority's enabling legislation. At a public board meeting prior to September 1<sup>st</sup>, after all comments have been received from members of the public, the board must adopt a final budget.

#### **Budget Monitoring**

Compliance with the budget is monitored on a continuing basis. Monthly budget reports are prepared and distributed to the members of the board, the Authority's staff and others to ensure ongoing analysis. The total budget may not be changed during the fiscal year without specific action by the board to do so. Any line item transfers may be approved by the staff.

The Authority's budget is designed to fund operations, capital expenditures and debt service. A balanced budget is one that provides current year sources that, along with past years' reserves, are sufficient to fund the current year's expenditures.

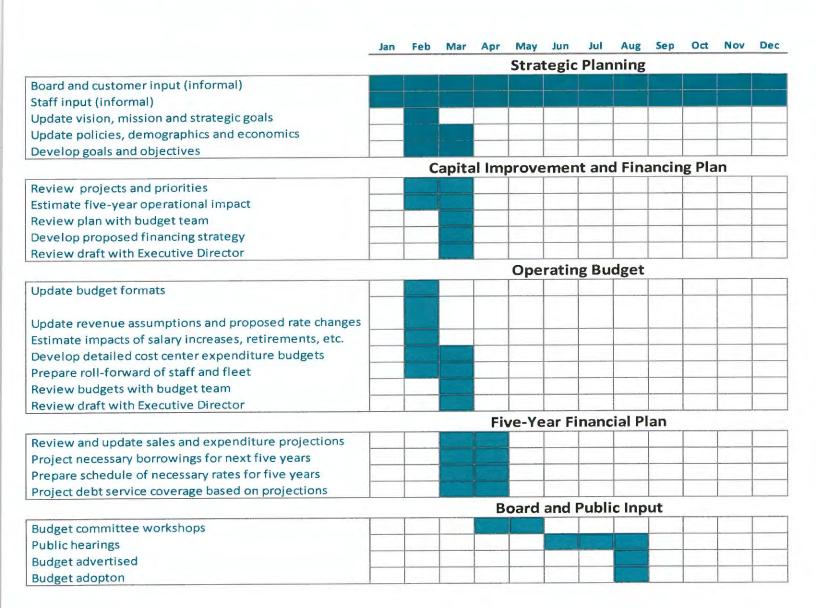
#### **Budget Presentation**

The Authority's operations are accounted for in an enterprise fund. The fund is budgeted on the accrual basis of accounting. Rates for water and wastewater service are established by the Board. The revenue generated by these rates is used to fund the Authority's operations.

The budget summary is presented as budgeted sources and uses so that the reader can see all aspects of the budget in one place. Although the budget is prepared on the accrual basis, sources and uses are approximations of cash flows. The budget summary shows the budgeted excess or shortfall of sources over uses and the estimated ending reserve position. This reserve position differs from ending net position (which is presented in the five-year financial plan). Ending net position is essentially the Authority's net equity (assets less liabilities).

Budgeted expenditures are characterized as operating expenses, capital expenditures or debt service. Capital expenditures are those expenditures for assets costing over \$5,000 and having a useful life of at least three years. Routine capital expenditures are assets purchased as a part of ongoing operations. Non-routine capital expenditures are referred to as capital improvement projects and are defined in the 20-year capital improvement master plan. Debt service includes the payment of principal and interest on outstanding debt issues which, in the Authority's case, take the form of revenue bonds.

# Budget Process For fiscal year 2019 Budget Preparation Timeline



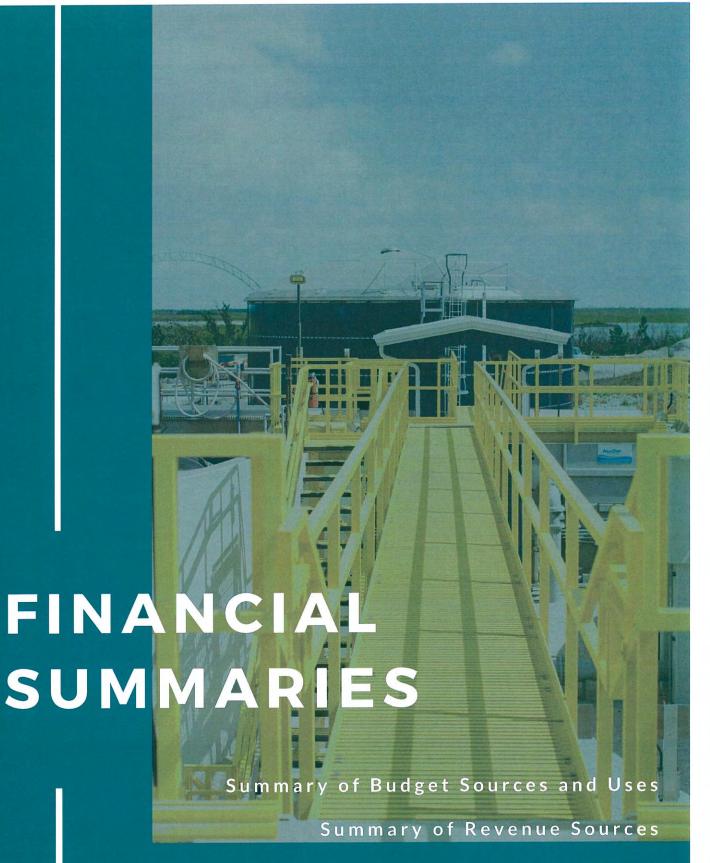
## **Budget Process**

For fiscal year 2019

## **Budget Calendar**

#### Dates for Preparation of the 2018 Budget

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	1	2	3	4	5	6					1	2	3	4	
7	8	9	10	11	12	13	Informal input from our Board of	and a coth and a coth	6	7	8	9	10	11	12
14	15	16	17	18	19	20	Directors, staff and customer's year around. Prepare budget sheets for	May 22 <sup>th</sup> budget workshop	13	14	15	16	17	18	19
21	22	23	24	25	26	27	distribution to Departments.		20	21	22	23	24	25	26
28	29	30	31						27	28	29	30	31		
		Febr	uary :	2018							Ju	ne 20	18		
s	M	Т	W	Т	F	S			s	M	т	w	Т	F	S
				1	2	3	In February, Departments are	1		_				1	2
4	5	6	7	8	9	10	working on their budgets.	June 27 <sup>th</sup> , 1st budget public hearing	3	4	5	6	7	8	9
11	12	13	14	15	16	17		Key West	10	11	12		14	15	16
18	19	20	21	22	23	24			17	18			21	22	
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4	<b>M</b>			Т	2		Week 3 budget meetings with Deputy Executive Director	July 25th 2nd hydret public booking	_		Т 3	w	<b>T</b> 5	6	7
		<b>T</b>	w	1 8	2	3		July 25 <sup>th</sup> , 2 <sup>nd</sup> budget public hearing Marathon	1	2	3 10	<b>W</b>	<b>T</b> 5	6	14
4	5	<b>T</b> 6 13	<b>w</b> 7	1 8 15	2 9 16	3	Executive Director		1 8	9	3 10 17	w 4 11 18	5 12 19	6 13 20	7 14 21
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4 11 18 25	5 12 19 26	6 13 20 27 <b>App</b> T 3 10	7 14 21 28 w 4	1 8 15 22 29 18 T 5 12	2 9 16 23 30 <b>F</b>	3 10 17 24 31 S	Executive Director  Week 4 budget meetings with Executive Director	Marathon  August 22nd, 3rd and final budget public hearing Tavernier. Budget adoption planned for regular	1 8 15 22 29 \$ 5	2 9 16 23 30 M 6 13	T 3 10 17 24 31 Aug T 7 14	w 4 11 18 25 w 1 1 8 15	5 12 19 26 018 T 2 9	6 13 20 27 <b>F</b> 3 10	7 14 21 28 \$ 4 11 18
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Rate Structure

Operating Budget By Expenditure Type

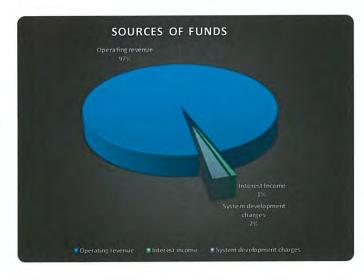
Five-Year Financial Plan

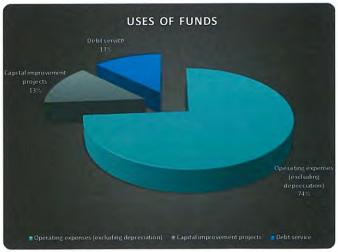
Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 Financial Summaries
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## **Summary of Budgeted Sources and Uses**

For fiscal year 2019

	2017		2018 Budget		2	019 budget		
	Actual	Water	Wastewater	Total	Water	Wastewater	Total	% Change
Total budgeted sources of funds								
Utility operating revenue	\$ 61,273,116	\$ 51,540,000	\$ 9,177,000	\$ 60,717,000	\$ 54,436,000	\$ 9,452,000 \$	63,888,000	5.2%
Interest income	447,002	300,000	-	300,000	500,000	-	500,000	66.7%
System development fees and other income	2,799,213	1,510,000	138,000	1,648,000	1,522,000	138,000	1,660,000	0.7%
Special assessments and appropriations	-	-	-	- 1	-	-		
Proceeds from issuance of debt, net of issue costs	9,699,369	, Ave		-	-			- '
Total budgeted sources of funds	74,218,700	53,350,000	9,315,000	62,665,000	56,458,000	9,590,000	66,048,000	5.4%
Total budgeted uses of funds								
Operating expenditures (excluding depreciation)	44,762,359	40,747,600	8,372,100	49,119,700	43,745,100	8,379,600	52,124,700	6.1%
Capital improvement projects	17,858,581	10,400,000	5,850,000	16,250,000	8,830,000	733,500	9,563,500	-41.2%
Debt service	9,291,091	8,003,000	861,000	8,864,000	8,016,000	858,000	8,874,000	0.1%
Total budgeted uses of funds	71,912,031	59,150,600	15,083,100	74,233,700	60,591,100	9,971,100	70,562,200	-5.0%
Excess (deficit) sources over uses	2,306,669	(5,800,600	(5,768,100)	(11,568,700)	(4,133,100)	(381,100)	(4,514,200)	
Adjustments to cash basis from accrual	3,733,438	**	-	-	-			-
Change in cash and investments	6,040,107	(5,800,600	(5,768,100)	(11,568,700)	(4,133,100)	(381,100)	(4,514,200)	
Beginning cash and investments	44,594,638	43,726,600	6,908,100	50,634,700	37,926,000	1,140,000	39,066,000	-22.9%
Ending cash and investments	50,634,745	37,926,000	1,140,000	39,066,000	33,792,900	758,900	34,551,800	-11.6%
Reserves and restricted cash and investments	(41,607,000)	(33,890,000	(98,000)	(33,988,000)	(27,932,000)	(71,000)	(28,003,000)	-17.6%
Estimated ending unrestricted cash and investmen	t \$ 9,027,745	\$ 4,036,000	\$ 1,042,000	\$ 5,078,000	\$ 5,860,900	\$ 687,900 \$	6,548,800	29.0%





## **Summary of Revenue Sources**

For fiscal year 2019

	2017		2018 Budge	A.		2019	budget		
	Actual	Water	Wastewater	Total	Water	Wastewater	Total	Increase / Decrease	% change from prior budget
Number of locations						1 10	- Watterwe		
Estimated locations billed	51,13	50,600	10,500		50,600	10,500			
Volume									
Estimated gallons (000s) billed at retail rates	4,722,61	4,899,000			4,948,000				
Estimated gallons (000s) billed to US Navy	274,729	251,000			254,000				
Total estimated galions(000s) sold	4,997,34	5,150,000			5,202,000				
Operating revenue									
Fees for service								}	
Retail water rate revenue	\$ 47,574,035	\$ 46,465,000		\$ 46,465,000	\$ 49,295,000	\$	49,295,000	\$ 2,830,000	6.1%
US Navy water rate revenue	1,455,590	1,031,000		1,031,000	1,094,000		1,094,000	63,000	6.1%
US Navy distribution system charge	2,456,208			2,487,000	2,487,000		2,487,000	-	0.0%
Retail reclaimed water rate revenue	118,515	1		57,000	60,000		60,000	3,000	5.3%
Retail wastewater rate revenue	6,734,720	1	7,713,000	7,713,000		\$ 7,944,000	7,944,000	231,000	3.0%
US Navy wastewater revenue	1,464,000	)	1,464,000	1,464,000		1,508,000	1,508,000	44,000	3.0%
Total fees for service	59,803,068	50,040,000	9,177,000	59,217,000	40.000.000				
Other operating revenue	1,822,824	1 ' '	9,177,000	1,500,000	52,936,000	9,452,000	62,388,000	3,171,000	5.4%
other operating revenue		1,500,000	· ·	1,500,000	1,500,000		1,500,000		0.0%
Total operating revenue	61,625,892	51,540,000	9,177,000	60,717,000	54,436,000	9,452,000	63,888,000	3,171,000	5.2%
Non-operating revenue									
Interest income	447,002	300,000		300,000	500,000	-	500,000	200,000	66.7%
Grant proceeds	-			-	-		-	· .	-
Charges to other utilities for billing services	348,632	390,000		390,000	402,000	-	402,000	12,000	3.1%
Other income	256,560	120,000		120,000	120,000	-	120,000		0.0%
Total non-operating revenue	1,052,194	810,000	-	810,000	1,022,000	-	1,022,000	212,000	26.2%
	-								
Total budgeted revenue	62,678,086	52,350,000	9,177,000	61,527,000	55,458,000	9,452,000	64,910,000	3,383,000	5.5%
System development fees (including assessments)	2,194,021	1,000,000	138,000	1,138,000	1,000,000	138,000	1,138,000		0.0%
State appropriation (Key Haven project)		-	-				-,,-	-	0.0%
Total revenue and system development fees	\$ 64,872,107	\$ 53,350,000	\$ 9,315,000	\$ 62,665,000	\$ 56,458,000	\$ 9,590,000 \$	66,048,000	\$ 3,383,000	5.4%
Fludget assumations									
Budget assumptions:									
Water volume sales increase Rate inflation index					0.0%	0.0%			
Additional water rate increase (decrease)					3.0%	3.0%			
Additional wasterwater rate Increase (decrease)					3.0%	0.0%			
Average interest rate (applied to average cash balance)					1.5%	0.0%			
System development fee growth factor					0.0%	0.0%			
•					V.470	01074			

#### **Rate Structure**

For fiscal year 2019

The Authority's current water rate structure is an inverted block structure intended to encourage conservation. The rates for monthly water service includes a monthly base facility charge that varies by meter size bill and a consumption charge based on metered water usage.

The wastewater rate structure is similar to the one used for water, with monthly base facility charges and flow charges based on water flow. Single family residential customers are capped at 10,000 gallons of water flow for wastewater billing purposes.

User charges are indexed annually on October 1 of each year to adjust for inflationary impacts on the cost of operations based on the Consumer Price Index for Miami-Ft. Lauderdale published by the US Bureau of Labor Statistics.

#### **SUMMARY OF WATER, RECLAIMED AND WASTEWATER RATES**

The following table summarizes the Authority's existing rates for water and wastewater service and projected rates after annual indexing for inflation.

	in effect on per 1, 2017	After October 1, 2018 index and 3% rate increase		
Potable Water Rates				
Base facilities charge				
%-inch or ¾-inch	\$ 14.40	\$	15.28	
1-inch	36.01		38.20	
1½-inch	72.00		76.38	
2-inch	115.20		122.22	
3-inch	215.99		229.14	
4-inch	3S7.38		379.14	
6-inch	721.33		765.26	
8-inch	1,151.89		1,222.04	
Consumption charge [1]				
Block 1	\$ 6.05	\$	6.42	
Block 2	8.83		9.37	
Block 3	9.90		10.50	
Block 4	11.05		11.72	
Block 5	12.13		12.87	
Reclaimed Water Rates				
Consumption charge [I]				
Block 1	\$ 3.03	\$	3.21	
Block 2	4.42		4.68	
Block 3	4.95		5.25	
Block 4	5.53		5.86	
Block 5	6.07		6.43	

## Rate Structure (continued)

For fiscal year 2019

		in effect on ber 1, 2017	After October 1, 2018 index		
Wastewater Rates	A				
Base facilities charge					
%-inch or ¾-inch	\$	24.66	\$	25.40	
1-inch		92.51		95.29	
1½-inch		185.03		190.58	
2-inch		296.06		304.94	
3-inch		555.09		571.74	
4-inch		925.14		952.89	
6-inch		1,851.19		1,906.73	
8-inch		2,536.63		2,612.73	
Flow collection charge					
Residential (up to 10,000 gallons)	\$	9.33	\$	9.61	
Non-residential (all consumption)		9.33		9.61	

**Note:** Block 1 for 5/8" meter customers, which includes the majority of FKAA customers, is 6,000 gallons. Consumption blocks for customers with larger meters increase based on meter equivalents.

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## **Operating Expenditure Budget By Expenditure Type**

For fiscal year 2019

#### **SCHEDULE OF BUDGETED EXPENDITURES**

## FOR THE YEAR ENDING SEPTEMBER 30, 2019 Total Company

		ereb to the control of the control o		ВU	DGETED 20	19				
	2017 Budget	2017 Actual	2018 Budget		Water	V	Vastewater	Total	Increase /Decrease	% change from prior budget
Operating capital expenditures										
Additions to utility plant	3,262,400	\$ 3,529,713	\$ 3,732,300	\$	3,842,300	Ş	323,200 \$	4,165,500	l .	12%
Capitalized salaries	1,061,300	601,024	1,033,800		1,022,600		-	1,022,600	(11,200)	-1%
Capitalized overtime		49,144						F 100 100	422.000	
Total operating capital expenditures	4,323,700	4,179,881	4,766,100		4,864,900	-	323,200	5,188,100	422,000	8,9%
Operating expenses										
Personnel services										
Salaries	18,265,100	17,968,482	18,932,100		17,782,400		1,881,700	19,664,100	732,000	4%
Overtime	507,300	1,276,143	483,600		430,800		150,000	580,800	97,200	20%
Retirement	1,668,100	1,786,269	1,797,400		1,874,000		171,800	2,045,800	248,400	14%
Payroli taxes	1,517,000	1,482,522	1,564,500		1,471,400		155,400	1,626,800	62,300	4%
Employee health insurance	3,600,000	3,520,539	3,600,000		3,600,000		-	3,600,000	-	0%
Other benefits	192,400	183,443	229,000		230,300		14,400	244,700	15,700	7%
Total personnel services	25,749,900	26,217,398	26,606,600	]	25,388,900		2,373,300	27,762,200	1,155,600	4.3%
Other operating expenses	3,214,500	2,932,851	3,181,500		2,740,000		424,000	3,164,000	(17,500)	-1%
Electricity		60,745	94,200		86,300		11,700	98,000	3,800	4%
Fuel for power production	88,700	1,837,412	2,158,000		1,571,100		617,000	2,188,100	30,100	1%
Chemicals	2,112,000		3,953,500		4,078,200		550,100	4,628,300	674,800	17%
Maintenance and materials	3,716,900	3,760,942 175,530	312,400		708,000		550,100	708,000	395,600	127%
Engineering services	140,000	80,511	89,500		93,000		-	93,000	3,500	4%
Accounting and auditing services	82,000	17,553	30,000		30,000		_	30,000	3,500	0%
Legal services	30,000 1,045,700	711.810	1,681,300		1,329,600		137,500	1,467,100	(214,200)	-13%
Outsourced operations	1	1,099,117	1,579,700		1,772,700		137,500	1,772,700	193,000	12%
Other consulting and support services	1,523,500	1,099,117	294,000		60,000		180,800	240,800	(53,200)	-18%
Sludge removal	249,400 16,000	10,644	14,000		19,500		6,000	25,500	11,500	82%
Rental of building - real property	78,800	18,989	63,000		47,800		6,400	54,200	(8,800)	-14%
Rent expense - equipment	525,000	492,735	495,600		527,200		1,000	528,200	32,600	7%
Transportation expense	110,000	100,739	110,000		110,000		1,000	110,000	32,000	0%
Insurance - vehicles	125,000	113,026	137,000		140,000			140,000	3,000	2%
Insurance - general liabilities	254,000	296,477	270,000		300,000		_	300,000	30,000	11%
Insurance - workers' compensation	993,300	874,512	993,300		1,162,000		_	1,162,000	168,700	17%
Insurance - property and flood	75,000	63,154	69,000		66,700			66,700	(2,300)	-3%
Advertising	81,000	28,555	81,000		81,000		_	81,000	(2,500,	0%
Bad debt expense	142,400	88,109	144,000		140,600		6,600	147,200	3,200	2%
Office supplies	676,300	514,031	819,900		945,000		5,555	945,000	125,100	15%
Other utilities and technical services	57,100	24,993	38,300		44,000		1,000	45,000	6,700	17%
Postage	145,300	45,335	162,400		155,600		8,900	164,500	2,100	1%
Travel	148,500	35,365	153,400		175,800		14,600	190,400	37,000	24%
Training	161,200	175,646	163,000		159,500		3,200	162,700	(300)	0%
Miscellaneous	1	533,235	520,000		550,000		-	550,000	30,000	6%
Bank charges	455,000 145,800	56,928	129,000		102,000		-	102,000	(27,000)	-21%
Public information and outreach	12,300	7,825	10,000		10,000			10,000	(27,000)	0%
Freight charges Total other operating expenses	16,404,700	14,322,759	17,747,000	<u> </u>	17,205,600		1,968,800	19,174,400	1,427,400	8.0%
				_	42 504 500	ć	4.343.100 6	46 026 600	¢ 3 503 000	F 00/
Total operating budget Allocation of administrative expenses	\$ 42,154,600	\$ 40,540,157	\$ 44,353,600	\$	42,594,500 (3,714,300)		4,342,100 \$ 3,714,300 \$	46,936,600	\$ 2,583,000	5.8%
				7		~		40.000.000	2 502 000	
Total operating expenses after allocation	42,154,600	40,540,157	44,353,600	-	38,880,200		8,056,400	46,936,600	2,583,000	5.8%
Total operating budget	\$ 46,478,300	\$ 44,720,038	\$ 49,119,700	\$	43,745,100	\$	8,379,600 \$	52,124,700	\$ 3,005,000	6.1%

#### **Five Year Financial Plan**

For fiscal year 2019

#### **PROJECTED CHANGES IN NET POSITION**

FOR FISCAL YEARS 2019 - 2023

	2019	2020	2021	2022	2023
Projected operating results					
Operating revenue	\$ 63,888,000 \$	67,030,000 \$	72,590,000 \$	74,354,000 \$	76,162,000
Operating expenses (before depreciation)	(46,936,600)	(47,406,000)	(47,880,000)	(48,359,000)	(48,843,000)
Net operating income (before depreciation)	16,951,400	19,624,000	24,710,000	25,995,000	27,319,000
Interest income	500,000	300,000	300,000	300,000	300,000
Other income	522,000	528,000	534,000	540,000	546,000
Interest expense	(4,424,000)	(6,612,000)	(6,513,000)	(8,739,000)	(8,728,000)
Projected net income before depreciation	13,549,400	13,840,000	19,031,000	18,096,000	19,437,000
System development fees (including assessments)	1,138,000	1,138,000	1,138,000	1,138,000	1,138,000
State appropriations (Key Haven and East Long Key)	<u> </u>	-	<u> </u>	-,,	
Projected increase (decrease) in net position					
before depreciation	14,687,400	14,978,000	20,169,000	19,234,000	20,575,000
Projected beginning net position	146,500,000	145,687,400	145,165,4 <b>0</b> 0	149,834,400	153,568,400
Projected net position before depreciation	161,187,400	160,665,400	165,334,400	169,068,400	174,143,400
Estimated depreciation	(15,500,000)	(15,500,000)	(15,500,000)	(15,500,000)	(15,500,000)
Projected ending net position after depreciation	\$ 145,687,400 \$	145,165,400 \$	149,834,400 \$	153,568,400 \$	158,643,400

#### PROJECTED SOURCES AND USES OF FUNDS

FOR FISCAL YEARS 2018 - 2022

	 2019	2020	2021	2022	2023
Total projected sources of funds					
Utility operating revenue	\$ 63,888,000 \$	67,030,000 \$	72,590,000 \$	74,354,000 \$	76,162,000
Interest income	500,000	300,000	300,000	300,000	300,000
System development fees and other income	1,660,000	1,666,000	1,672,000	1,678,000	1,684,000
Special assessments and appropriations	-	-		-	-,,
Proceeds from issuance of debt, net of issue costs	 	48,000,000		48,000,000	
Total projected sources of funds	 66,048,000	116,996,000	74,562,000	124,332,000	78,146,000
Total projected uses of funds					
Operating expenditures (excluding depreciation)	52,124,700	47,406,000	47,880,000	48,359,000	48,843,000
Capital improvement projects	9,563,500	28,443,500	36,446,500	28,570,000	21,255,500
Debt service	 8,874,000	11,162,000	11,103,000	14,399,000	14,403,000
Total projected uses of funds	 70,562,200	87,011,500	95,429,500	91,328,000	84,501,500
Additions to (uses of) cash	\$ (4,514,200) \$	29,984,500 \$	(20,867,500) \$	33,004,000 \$	(6,355,500)

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For fiscal years 2019-2023

## PROJECTED REVENUE AND CONTRIBUTIONS

FOR FISCAL YEARS 2019 - 2023

				FOR FISCAL YEARS 2019 - 202			
	 2019	2020	2021	2022	2023		
Estimated gallons (000s) sold to customers at retail rates	4,948,000	4,997,000	5,047,000	5,097,000	5,148,000		
Estimated gallons (000s) sold to US Navy	254,000	257,000	260,000	263,000	266,000		
Total estimated sales gallons (000s)	5,202,000	5,254,000	5,307,000	5,360,000	5,414,000		
Operating revenue							
Fees for service				-0-04-000			
Retail water rate revenue	\$ 49,295,000 \$	52,051,000 \$	57,095,000 \$	58,531,000 \$	60,003,000		
US Navy water rate revenue	1,094,000	1,155,000	1,267,000	1,299,000	1,332,000		
US Navy distribution system charge	2,487,000	2,487,000	2,487,000	2,487,000	2,487,000		
Retail reclaimed water rate revenue	60,000	63,000	69,000	71,000	73,000		
Retail wastewater rate revenue	7,944,000	8,144,000	8,349,000	8,559,000	8,774,000		
US Navy wastewater revenue	 1,508,000	1,546,000	1,585,000	1,625,000	1,666,000		
Total fees for service	62,388,000	65,446,000	70,852,000	72,572,000	74,335,000		
Other operating revenue	 1,500,000	1,584,000	1,738,000	1,782,000	1,827,000		
Total operating revenue	63,888,000	67,030,000	72,590,000	74,354,000	76,162,000		
Non-operating revenue							
Interest income	500,000	300,000	300,000	300,000	300,000		
Grant proceeds	- ,	· +	=	-	-		
Charges to other utilities for billing services	402,000	408,000	414,000	420,000	426,000		
Other income	 120,000	120,000	120,000	120,000	120,000		
Total non-operating revenue	 1,022,000	828,000	834,000	840,000	846,000		
Total budgeted revenue	64,910,000	67,858,000	73,424,000	75,194,000	77,008,000		
System development fees (including assessments)	1,138,000	1,138,000	1,138,000	1,138,000	1,138,000		
State appropriations	 -		<u> </u>	<u> </u>			
Total revenue and contributions	\$ 66,048,000 \$	68,996,000 \$	74,562,000 \$	76,332,000 \$	78,146,000		
Budget assumptions Water volume growth sales increase	0.0%	1.0%	1.0%	1.0%	1.0%		
Rate inflation index	3.0%	1.5%	1.5%	1.5%	1.5%		
Additional water rate increase (decrease)	3.0%	3.0%	7.0%	0.0%	0.0%		
Additional wastewater rate increase (decrease)	0.0%	0.0%	0.0%	0.0%	0.0%		
Average interest rate (applied to average cash balance)	1.5%	1.5%	1.5%	1.5%	1.5%		
System development fee growth factor	0.0%	0.0%	0.0%	0.0%	0.0%		

For fiscal years 2019-2023

## FIVE YEAR CAPITAL IMPROVEMENT AND CAPITAL FINANCING PLAN

Description	2019		2020	2021	2022	2023		timated five- year expenditures
Water Projects								
Key West administrative building	\$ 2,066,000	\$	11,866,000	\$ 9,800,000			\$	23,732,000
Sombrero Beach Road distribution line replacement (Marathon)	800,000			Man de de la constitución de la				800,000
Stock Island RO facility			5,220,000	17,400,000	17,400,000			40,020,000
Sewer improvements at Florida City			\$368,000					368,000
Grassy Key transmission line replacement	1,464,000		4,880,000	4,880,000				11,224,000
Chemical system improvements at Florida City			793,500					793,500
Transmission Terminus rehabilitation				471,000	1,570,000	1,570,000		3,611,000
Simonton, Front and Whitehead						1,702,000		1,702,000
C905 replacement (transmissio, phase 2)	4,500,000							4,500,000
Islamorada transmission line replacement					3,015,000	10,050,000		13,065,000
Ocean Reef distribution and storage improvements						796,500		796,500
New distribution system at No Name Key			288,000	1,920,000				2,208,000
New distribution system at Coral Shores Estates				742,500	2,475,000	2,475,000		5,692,500
Total water projects	8,830,000		23,415,500	35,213,500	24,460,000	16,593,500		108,512,500
Wastewater projects								
Navy PS rehabilitation	733,500	T	4,890,000					5,623,500
Duck Key collection system rehabilitation			138,000					138,000
Navy MH repairs						552,000		552,000
Big Coppitt treatment plant expansion				1,233,000	4,110,000	4,110,000		9,453,000
Total wastewater projects	733,500		5,028,000	1,233,000	4,110,000	4,662,000		15,766,500
Total capital improvement projects	\$ 9,563,500	\$	28,443,500	\$ 36,446,500	\$ 28,570,000	\$ 21,255,500	\$	124,279,000
Funding sources								
Funds from retail rates and cash on hand	\$ 8,830,000	\$	23,553,500	\$ 36,446,500	\$ 28,570,000	\$ 20,703,500	Ś	118,103,500
Navy water rates	733,500		4,890,000			552,000		6,175,500
Federal and state appropriations			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			252/255		-,,
Bond proceeds								
Total	\$ 9,563,500	\$	28,443,500	\$ 36,446,500	\$ 28,570,000	\$ 21,255,500	\$	124,279,000

For fiscal years 2019-2023

#### PROJECTED NEW DEBT ISSUES AND DEBT SERVICE

	2019	2020	2021	2022	2023
Bond issuance assumptions:					
Projected principal amount of new bonds issued	\$ - \$		- \$	50,000,000 \$	
Available for construction fund	\$ - \$	48,000,000	\$ - \$	48,000,000 \$	
Estimated issue costs					
Projected interest rate					
Amortization period (years)					
Projected Debt Service					
Principal					
Series 2008 water refunding and revenue bonds	-	-	-	2,745,000	2,745,000
Series 2012 wastewater revenue bonds	355,000	355,000	360,000	365,000	365,000
Series 2013A water refunding bonds	2,565,000	2,615,000	2,640,000	-	-
5eries 2013B water revenue bonds	325,000	335,000	350,000	360,000	375,000
Series 2014A water revenue bonds	115,000	120,000	120,000	125,000	125,000
Series 2015A water refunding bonds	-	245,000	240,000	1,690,000	1,690,000
Series 2015B water refunding bonds	855,000	640,000	630,000	115,000	115,000
Series 2016 wastewater bonds	235,000	240,000	2\$0,000	260,000	260,000
Series 2019 water revenue bonds	~	-	-	-	-
Series 2021 water revenue bonds	-		-	-	-
Total principal	4,450,000	4,550,000	4,590,000	5,660,000	5,675,000
Interest					
Series 2008 water refunding and revenue bonds [1]	1,997,000	1,992,000	1,997,000	2,036,000	2,036,000
Series 2012 wastewater revenue bonds	102,000	91,000	81,000	71,000	60,000
Series 2013A water refunding bonds	128,000	86,000	43,000	-	-
Series 20138 water revenue bonds	221,000	209,000	197,000	186,000	186,000
Series 2014A water revenue bonds	77,000	73,000	69,000	6S,000	65,000
Series 2015A water refunding bonds	1,340,000	1,340,000	1,327,000	1,314,000	1,314,000
Series 2015B water refunding bonds	393,000	372,000	355,000	340,000	340,000
Series 2016 wastewater bonds	166,000	162,000	157,000	153,000	153,000
Series 2019 water revenue bonds	-	2,287,000	2,287,000	2,287,000	2,287,000
Series 2021 water revenue bonds	-	-	-	2,287,000	2,287,000
Total interest	4,424,000	6,612,000	6,513,000	8,739,000	8,728,000
Total projected debt service	\$ 8,874,000 \$	11,162,000	\$ 11,103,000 \$	14,399,000 \$	14,403,000

<sup>[1]</sup> Includes ancillary costs of remarketing and letter of credit fees

#### PROJECTED DEBT SERVICE COVERAGE

For fiscal years 2019-2023

		V	Vat	er Operation	ıs		
	2019	2020		2021		2022	2023
Funds available for debt service							 
Operating revenue	\$ 54,436,000	\$ 57,340,000	\$	62,656,000	\$	64,170,000	\$ 65,722,000
Interest income	500,000	300,000		300,000		300,000	300,000
Other income	522,000	528,000		534,000		540,000	546,000
Less operating expenses	(38,880,200)	(39,228,800)		(39,580,100)		(39,934,600)	(40,292,200)
Net funds available for debt coverage	\$ 16,577,800	\$ 18,939,200	\$	23,909,900	\$	25,075,400	\$ 26,275,800
Debt service requirements	\$ 8,016,000	\$ 10,314,000	\$	10,255,000	\$	13,550,000	\$ 13,565,000
Coverage factor (minimum of 1.10 required)	2.07	1.84		2.33		1.85	1.94
System development charges	\$ 1,000,000	\$ 1,000,000	\$	1,000,000	\$	1,000,000	\$ 1,000,000
Coverage factor with system development charges (minimum of 1.20)	2.19	1.93		2,43		1.92	2.01
		Was	itew	ater Operat	ions	5	
	2019	2020		2021		2022	2023
Funds available for debt service			-				
Operating revenue	\$ 9,452,000	\$ 9,690,000	\$	9,934,000	\$	10,184,000	\$ 10,440,000
Interest income	-	-		_		-	_
Other income	-	pris.		-		-	-
Less operating expenses	(8,056,400)	(8,177,200)		(8,299,900)		(8,424,400)	(8,550,800)
Net funds available for debt coverage	\$ 1,395,600	\$ 1,512,800	\$	1,634,100	\$	1,759,600	\$ 1,889,200
Debt service requirements	\$ 858,000	\$ 848,000	\$	848,000	\$	849,000	\$ 838,000
System development charges	\$ 138,000	\$ 138,000	\$	138,000	\$	138,000	\$ 138,000
Coverage factor with system development charges (minimum of 1.20)	1.79	1.95		2.09		2.24	2.42

Note: Wastewater bonds have no requirement to meet both 1.10 and 1.20 tests. Therefore, only the 1.20 result is shown.

For fiscal years 2019-2023

#### **ESTIMATED RATE ADJUSTMENTS AND AVERAGE MONTHLY BILL**

#### Potable water

	Estimated percentage increase	Average monthly bill (for 4,500 gallons)				
Current bill		\$	41.63			
2019	6.0%	\$	44.12			
2020	4.5%	\$	46.11			
2021	8.5%	\$	50.03			
2022	1.5%	\$	50.78			
2023	1.5%	\$	51.54			

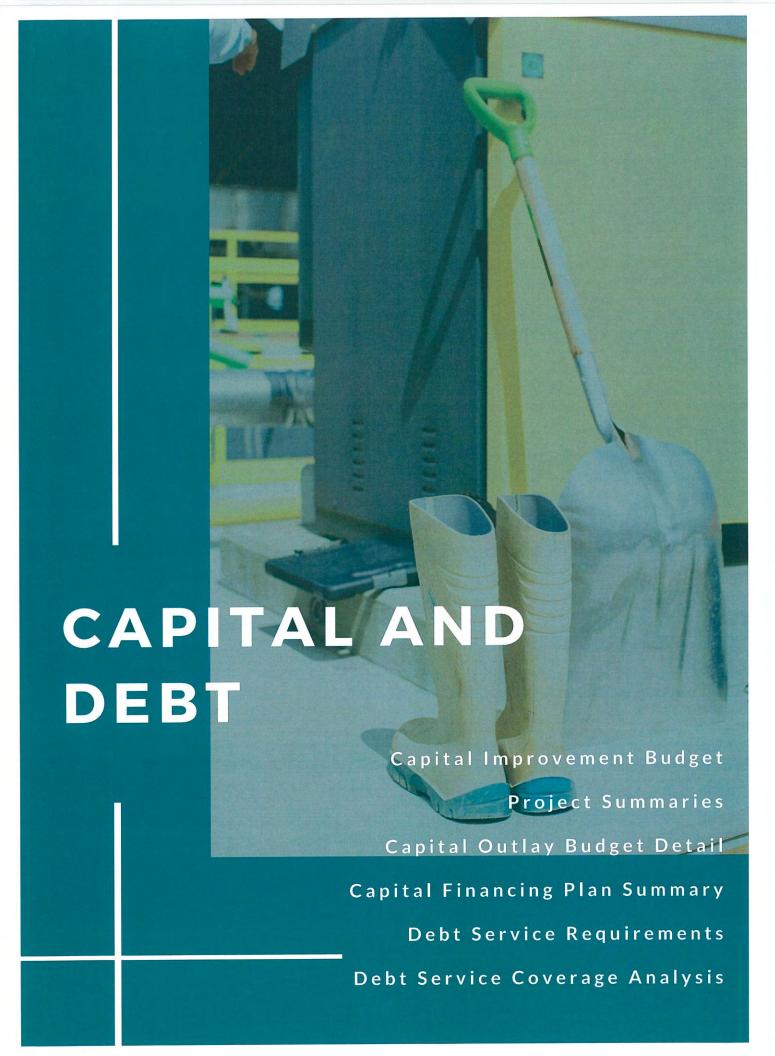
## Reclaimed water

	Estimated percentage increase	1,100 gallons)			
Current bill		\$	3.26		
2019	6.0%	\$	3.46		
2020	4.5%	\$	3.61		
2021	8.5%	\$	3.92		
2022	1.5%	\$	3.98		
2023	1.5%	\$	4.04		

## Wastewater Estimated percentage Average monthly bill (for

	increase	4,50	4,500 gallons)						
Current bill		\$	66.65						
2019	3.0%	\$	68.64						
2020	1.5%	\$	69.67						
2021	1.5%	\$	70.72						
2022	1.5%	\$	71.78						
2023	1.5%	\$	72.86						

Flor	ida Keys Aque	educt Authority	y's Budget and	d Financial Pla	ın 2019 <b>Finan</b> d	cial Summaries
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Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 Capital and Debt
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## **Capital Improvement Budget**

For fiscal years 2019-2023

Description	2019	2020	2021	2022	2023	timated five- year xpenditures
Water Projects						
Key West administrative building	\$ 2,066,000	\$ 11,866,000	\$ 9,800,000			\$ 23,732,000
Sombrero Beach Road distribution line replacement (Marathon)	800,000					800,000
Stock Island RO facility		5,220,000	17,400,000	17,400,000		40,020,000
Sewer improvements at Florida City		\$368,000				368,000
Grassy Key transmission line replacement	1,464,000	4,880,000	4,880,000			11,224,000
Chemical system improvements at Florida City		793,500				793,500
. Transmission Terminus rehabilitation			471,000	1,570,000	1,570,000	3,611,000
Simonton, Front and Whitehead					1,702,000	1,702,000
C905 replacement (transmissio, phase 2)	4,500,000					4,500,000
Islamorada transmission line replacement				3,015,000	10,050,000	13,065,000
Ocean Reef distribution and storage improvements					796,500	796,500
New distribution system at No Name Key		288,000	1,920,000			2,208,000
New distribution system at Coral Shores Estates			742,500	2,475,000	2,475,000	5,692,500
Total water projects	8,830,000	23,415,500	35,213,500	24,460,000	16,593,500	108,512,500
Wastewater projects						
Navy PS rehabilitation	733,500	4,890,000				5,623,500
Duck Key collection system rehabilitation		138,000				138,000
Navy MH repairs					552,000	552,000
Big Coppitt treatment plant expansion			1,233,000	4,110,000	4,110,000	9,453,000
Total wastewater projects	733,500	5,028,000	1,233,000	4,110,000	4,662,000	15,766,500
Total capital improvement projects	\$ 9,563,500	\$ 28,443,500	\$ 36,446,500	\$ 28,570,000	\$ 21,255,500	\$ 124,279,000
Funding sources						
Funds from retail rates and cash on hand	\$ 8,830,000	\$ 23,553,500	\$ 36,446,500	\$ 28,570,000	\$ 20,703,500	\$ 118,103,500
Navy water rates	733,500	4,890,000			552,000	6,175,500
Federal and state appropriations						
Bond proceeds						
Total	\$ 9,563,500	\$ 28,443,500	\$ 36,446,500	\$ 28,570,000	\$ 21,255,500	\$ 124,279,000



#### KEY WEST ADMINISTRATION BUILDING REPLACEMENT

#### **Administration Division**

#### **Project Information**

Location 1100 Kennedy Drive, Key West

Project Type Administration
Category Replacement
Project Number 7054-18

Design EngineerThomas E. Pope, PAProject ManagerKent Nelson, P.E.ContractorTo be determined

Start Date 2019
Completion Date 2021
Bond Funded Yes
Facilities Master Plan Project Yes



#### **Description/Justification:**

Following Hurricane Irma, an evaluation of the building by an independent engineering firm concluded the building does not appear to be in satisfactory structural condition. There is a considerable amount of evidence indicating that the building has experienced damage assoicated with the storm. The building has deflected in an inelastic manner and structural cracks have opened up and have not closed. This signifies that the steel and/or concrete have exhibited non-recoverable movement which results in a reduced structural capacity. It was estimated that the building repairs required to bring the building to a condition consistent with the original design conditions, or improved to meet current applicable building codes, would not be practical and, if possible, would be cost prohibitive.

#### Status/Recent Developments:

Architect, Thomas E. Pope, PA, has been contracted to preform a spacial-needs evaluation and conceptual building repalcement model. FKAA staff is pursuing federal grant-funding, under the Stafford Disaster Relief and Emergency Assistance Act, Sandy Recovery Improvement Act, and other federal sources.

#### **Financial Information:**

#### **Capital Funding:**

Capital Engineering & Construction Costs

**Total Costs** 

Fi	ve Y	ear P	lan

\$2,066,000	\$11,866,000	\$9,800,000	\$0	\$ -	\$23,732,000
2	-	-	-	- 4	
\$2,066,000	\$11,866,000	\$9,800,000		\$ -	\$23,732,000
2019	2020	2021	2022	 023	Total Cost

#### Operating Impact:

#### **Annual Operating Cost (Savings)**

New Personnel (FTEs)
Personal Services Costs
Other Operating Costs
<b>Total Operating Costs</b>

2	019	2	020	2	021	2	022	2	023	T	otal
\$	-	\$	-	\$	-	\$		\$	C-2	\$	-
	1.0		-		-		4		÷		-
\$		\$	-	\$		\$	-	\$		\$	-

#### DISTRIBUTION REPLACEMENT-Sombrero Beach Road/Sombrero Blvd.

#### **Distribution System**

#### **Project Information**

**Location** Marathon

Project Type Distribution System
Category Replacement
Project Number 2340-17

Design Engineer In-house Design Team
Project Manager Jolynn Reynolds
Contractor To Be Determined

Start Date2018Completion Date2019Bond FundedNoFacilities Master Plan ProjectYes



#### Description/Justification:

This project includes the replacement of of the distribution water mains including Master Meter Tap #181 on Sombrero Beach Road and Sombrero Blvd. The watermain has reached the end of its useful life and is now prone to unpredictable failure. Since 2011, we have had approximately 8-10, 12" leaks on this line and out of the total 4 have occurred in 2018.

#### Status/Recent Developments:

This distribution upgrade is currently being designed and constructed for execution following careful evaluation of the cost benefit analysis and prioritization of projects.

2019

#### **Financial Information:**

#### Capital Funding:

Capital Engineering & Construction Costs

**Total Costs** 

				Five '	Year P	lan				
_	2019	2020	2	021	2	022	_	2023	To	otal Cost
\$	800,000		\$		\$	4	\$	-	\$	800,000
	-	(#)		-		-		-		-
\$	800,000	\$	\$	4	\$		\$		\$	800,000

#### **Operating Impact:**

New Personnel (FTEs)
Personal Services Costs
Other Operating Costs
<b>Total Operating Costs</b>

# Annual Operating Costs (Savings) 2020 2021 2021 2022 Total Cost - \$ - \$ - \$ - \$ - \$ -

5	(50,000)	Ś		\$	Ġ	(50,000)	ċ		_	(250,000) (250,000)
\$	(50,000)	\$	(50,000)	\$ (50,000)	\$	(50,000)	\$	- (50,000)	\$	- (250,000

#### **UPGRADED SEAWATER TREATMENT - STOCK ISLAND**

#### **Water Supply and Treatment**

#### **Project Information**

Location Stock Island

Project Type Water Supply and Treatment

Category Resiliency

Project Number 1150-17/7050-18
Design Engineer To be determined
Project Manager Jolynn Reynolds
Contractor To be determined

Start Date 2020
Completion Date 2022
Bond Funded Yes
Facilities Master Plan Project Yes



#### **Description/Justification:**

The existing 2 Million Gallon per Day (MGD) Stock Island Reverse Osmosis (SIRO) is maintenance intensive, lacks reliability, and fails to meet production goals. To promote public health and safety, the goal of this project is develop a water production facility on Stock Island that will provide sufficient capacity during emergency conditions, provide system reliability, new equipment, and membrane technology.

#### Status/Recent Developments:

FKAA staff is pursuing federal grant-funding, under the Stafford Disaster Relief and Emergency Assistance Act and other federal sources.

#### **Financial Information:**

Capital Funding:							
			1	Five Year Pla	n		
	201	9	2020	2021	2022	2023	 Total Cost
Capital Engineering &							
Construction Costs			\$ 5,220,000	\$ 17,400,000	\$17,400,000	\$ -	\$ 40,020,000
		4		-	÷	-	
Total Costs	\$		\$ 5,220,000	\$17,400,000	\$17,400,000	\$ -	\$ 40,020,000

#### Operating Impact:

					Ann	ual Ope	eratin	g Cost	(Sav	ings)	
New Personnel (FTEs)	2	019	2	020	:	2021	2	022		2023	Total
Personal Services Costs	\$	-	\$		\$	-	\$	-	\$	-	\$
Other Operating Costs		-		(-)		2		-		-	1-1
<b>Total Operating Costs</b>	\$	- 1	\$	-	\$		\$	-	\$	-	\$ -

#### FLORIDA CITY TREATMENT PLANT SEWER IMPROVEMENTS

#### **Project Information**

Location J. Robert Dean Water Treatment Plant

Project Type Sewer

Category Renewal and Replacement

Project Number 4076-18

Design Engineer To be determined Project Manager Stephanie Bruno Contractor To be determined

Start Date 2019 Completion Date 2020 Bond Funded No Facilities Master Plan Project No



#### **Description/Justification:**

This project includes the installation of a new main sewer connection to Miami-Dade sewer from Water Treatment Plant (WTP). Main sewer connection replacement would be 1,800 LF in unpaved area with minimal conflicts. Some drain lines in the plant campus route stormwater into existing sanitary. Part of this would be to separate these conveyances into a stormwater runoff area, no estimate on how many connections or how many LF.

#### Status/Recent Developments:

In-house review of existing system and piping configurations will begin in 2019.

#### **Financial Information:**

Capital	Funding:

Capital Engineering & Construction Costs

**Total Costs** 

			1	ive	Year	Plan					
2	019	_	2020	2	021	2	.022	2	023	T	otal Cost
		\$	368,000	\$	2	\$	-	\$	-	\$	368,000
	-		-		- 4		-		-		
\$	-	\$	368,000	\$	4	\$	-	\$	-	\$	368,000

#### Operating Impact:

New Personnel (FTEs) Personal Services Costs Other Operating Costs **Total Operating Costs** 

<b>Annual Operating Cost (Savings)</b>								
2020	2021	2022	2023	Tota				
	ć	ċ	ė	4				

2019	2020	2021	2022	2023	Total
\$ -	\$ -	\$ 19	\$	\$	\$ -
10,000	(10,000)	(10,000)	(10,000)	(10,000)	(30,000)
\$ 10,000	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (30,000)

#### GRASSY KEY TRANSMISSION MAIN REPLACEMENT

#### Renewal and Replacement

#### **Project Information**

Grassy Key Location

Project Type Transmission System

Renewal and Replacement Category

1154-17 Project Number

Design Engineer Carollo Engineering

Project Manager Justin Dacey Contractor To be determined

Start Date 2017 2018 Completion Date **Bond Funded** No

Facilities Master Plan Project Yes



#### **Description/Justification:**

There have been several leaks on the transmission system in Grassy Key. A condition assessment has been performed and an area of approximately 1 to 2-miles has been identified for replacement (MM 58-60).

#### Status/Recent Developments:

Pipeline condition assessment has been performed to determine the extent of replacement in Grassy Key. A material selection and corridor study is currently being performed to determine replacement options.

2019

#### **Financial Information:**

#### **Capital Funding:**

Capital Engineering & Construction Costs

**Total Costs** 

	<b>Five</b>	Year Plan	1
2020		2021	

					\$11,224,000
\$ 1,464,000	\$4,880,000	\$4,880,000	\$ -	\$ -	\$11,224,000

2022

2023

Total Cost

#### **Operating Impact:**

New Personnel (FTEs) Personal Services Costs Other Operating Costs **Total Operating Costs** 

#### Annual Operating Cost (Savings)

2019	2020	2021	2022	2023	T	otal Cost
\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
80,000	(80,000)	(80,000)	(80,000)	(80,000)		(240,000)
\$ 80,000	\$ (80,000)	\$ (80,000)	\$ (80,000)	\$ (80,000)	\$	(240,000)

#### **CHEMICAL SYSTEM IMPROVEMENTS AT FLORIDA CITY**

#### Renewal and Replacement

#### **Project Information**

Location J.R. Dean WTF, Florida City

Project Type Water

Category Renewal and Replacement

Project Number 1164-18

Design Engineer To be determined Project Manager Justin Dacey Contractor To be determined

Start Date 2020 Completion Date 2020 Bond Funded No Facilities Master Plan Proj Yes



#### **Description/Justification:**

Project includes adding control for auto-pacing of the chemical feeds supporting the water treatment process. This includes new dosing pumps, piping, valving, and remote SCADA control of equipment. This will help provide for a more stable treatment process and allow for more efficient use of treatment chemicals.

#### Status/Recent Developments:

#### **Financial Information:**

Capital Funding	

Capital Engineering & **Construction Costs** 

**Total Costs** 

	Five	Year	Plan
2020		2021	

21	019	2020	2	021	2	022	2	023	To	otal Cost
\$	7	\$ 793,500	\$		\$	-	\$	-	\$	793,500
	-	-		-		-		-		
\$		\$ 793,500	\$		\$	2	\$	-	\$	793,500

#### **Operating Impact:**

#### Annual Operating Cost (Savings)

New Personnel (FTEs)
Personal Services Costs
Other Operating Costs
<b>Total Operating Costs</b>

10,000	(10,000)	(10,000)	(10,000)	ì	(10,000)	(30,000)
\$ -	\$ -	\$ -	\$ -	\$		\$ -
2019	2020	2021	2022		2023	Total

#### TRANSMISSION MAIN TERMINUS REPLACEMENT-Key West

Transmission

#### **Project Information**

Location Key West

Project Type Transmission System
Category Renewal and Replacement

Project Number 1153-17
Design Engineer In-house
Project Manager Justin Dacey
Contractor To Be Determined

Start Date 2021
Completion Date 2023
Bond Funded No
Facilities Master Plan Project Yes



#### Description/Justification:

This project includes the final section of transmission in Key West that needs to be replaced. This section is the remaining original 18" pipeline that was installed in the 1940's which has pressure limitations and poses a high risk of failure.

#### **Status/Recent Developments:**

Several leaks on this section of transmission have occurred over the last two years.

#### **Financial Information:**

Capital Funding:								
			Fi	ve Y	ear Plan			
	10.00	2019	2020		2021	2022	2023	Total Cost
Capital Engineering & Construction Costs	\$		\$	\$	471,000	\$ 1,570,000	\$ 1,570,000	\$ 3,611,000
		-	-		-	-		
Total Costs	\$	4	\$ 	\$	471,000	\$ 1,570,000	\$ 1,570,000	\$ 3,611,000

#### **Operating Impact:**

					- '			
New Personnel (FTEs)	 2019	2020	2021	2022		2023	To	tal Cost
Personal Services Costs	\$ -	\$ 1.47	\$ -	\$ -	\$		\$	
Other Operating Costs	50,000	50,000	50,000	(50,000)		(50,000)		
<b>Total Operating Costs</b>	\$ 50,000	\$ 50,000	\$ 50,000	\$ (50,000)	\$	(50,000)	\$	50,000

#### **KEY WEST DISTRIBUTION LINE REPLACEMENT**

#### **Distribution System**

#### **Project Information**

Location Key West - Area 1

Project Type Water Distribution Replacement

Category Renewal and Replacement

Project Number 2349-18

Design Engineer In-House Design Team

Project Manager Justin Dacey
Contractor To Be Determined

Start Date2023Completion Date2024Bond FundedNoFacilities Master Plan ProjectYes



#### **Description/Justification:**

This project includes the assessment of existing 5, 468 feet of 12" distribution pipe, located in Downtown Key West, for replacement. The area of pipe is located from Simonton St to Front St and Whitehead St in a very congested area.

#### Status/Recent Developments:

Suspected pipe throughput this area is the focus of replacement due to multiple leaks within this area.

#### **Financial Information:**

#### Capital Funding:

Capital Engineering & Construction Costs

**Total Costs** 

2	019	2	020	2	021	2	022	2023	Total Cost
\$	4	\$	-	\$	ė.	\$	-	\$1,702,000	\$ 1,702,000
\$	-	\$	9.	\$	·	\$	-	\$1,702,000	\$ 1,702,000

**Five Year Plan** 

#### Operating Impact:

New Personnel (FTEs) Personal Services Costs Other Operating Costs Total Operating Costs

\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ (30,000)	\$ 90,000
30,000	30,000	30,000	30,000	(30,000)	90,000
\$	\$ -	\$ -	\$ -	\$	\$ -
2019	2020	2021	2022	2023	Total

#### TRANSMISSION MAIN IMPROVEMENTS-C-905 KEY LARGO - PHASE II

Transmission

#### **Project Information**

 Location
 N. Key Largo

 Project Type
 Transmission System

 Category
 Renewal and Replacement

Project Number 1152-17
Design Engineer In-house
Project Manager Jolynn Reynolds
Contractor To be determined

Start Date 2018
Completion Date 2019
Bond Funded No
Facilities Master Plan Project Yes



#### Description/Justification:

The transmission pipeline along C905 provides water to Ocean Reef and homes in the vicinity. Several breaks have occurred in multiple sections of the pipeline. Also, the hydraulics of existing 12" watermain are restrictive, and watermain needs to be upsized for improved demand delivery.

This project includes the replacement and upgrade of approximately 11 miles of transmission pipeline. This will be completed in two phases.

#### Status/Recent Developments:

Phase one construction is complete. Phases IIA and IIB are beginning in June 2018.

#### **Financial Information:**

Capital	Fund	ling:

Capital Engineering & Construction Costs

**Total Costs** 

	Fi	ve Yea	ar Plai	n				
2019	2020	2	021	2	022	2	023	Total Cost
\$ 4,500,000		\$		\$	-	\$	÷	\$ 4,500,000
\$ 4,500,000	\$ 32.	\$	140	\$	-	\$		\$ 4,500,000

#### Operating Impact:

New Personnel (FTEs)
Personal Services Costs
Other Operating Costs
Total Operating Costs

\$ (12,000)	\$ (12,000)	\$ (12,000)	\$ (12,000)	\$ (12,000)	\$	(60,000)
(12,000)	(12,000)	(12,000)	(12,000)	(12,000)		
\$ -	\$ +	\$	\$ -	\$ -	\$	
2019	2020	2021	2022	2023	Τc	tai Cost

#### TRANSMISSION MAIN REPLACEMENT-Islamorada

Transmission

#### **Project Information**

Location Islamorada

Project Type Transmission System
Category Renewal and Replacement

Project Number 1163-18
Design Engineer In-house

Project Manager To Be Determined
Contractor To Be Determined

Start Date2022Completion Date2024Bond FundedNoFacilities Master Plan ProjectYes



#### Description/Justification:

As transmission pipe condition assessments are performed, sections of transmission main that pose the highest risk of failure are identified for future replacement. A portion of transmission main in Islamorada has been determined as one of these high risk areas.

#### Status/Recent Developments:

This upgrade is currently being evaluated for execution following careful evaluation of the cost benefit analysis and prioritization of projects.

#### **Financial Information:**

Capital Funding:						
		Fiv	e Year Pla	n		
	2019	2020	2021	2022	2023	Total Cost
Capital Engineering & Construction Costs	-	-		\$ 3,015,000	\$ 10,050,000	\$13,065,000
Total Costs	\$ -	\$ (4)	-	\$ 3,015,000	\$ 10,050,000	\$13,065,000

#### **Operating Impact:**

					la minimize	,	1	0-1			
1	2019		2020		2021		2022		2023	To	tal Cost
\$		\$	(+)	\$	-	\$	-	\$		\$	
	30,000		30,000		30,000		30,000		(30,000)		
\$	30,000	\$	30,000	\$	30,000	\$	30,000	\$	(30,000)	\$	90,000
	\$	\$ - 30,000	\$ - \$	2019 2020 \$ - \$ - 30,000 30,000	2019 2020 \$ - \$ - \$ 30,000 30,000	2019 2020 2021 \$ - \$ - \$ - 30,000 30,000 30,000	\$ - \$ - \$ - \$ 30,000 30,000	2019         2020         2021         2022           \$ - \$ - \$ - \$ - \$         -         -         -           30,000         30,000         30,000         30,000	2019     2020     2021     2022       \$ - \$ - \$ - \$     - \$       30,000     30,000     30,000	2019     2020     2021     2022     2023       \$ - \$ - \$ - \$ - \$ - \$     - \$ - \$       30,000     30,000     30,000     30,000     (30,000)	2019         2020         2021         2022         2023         To           \$ - \$ - \$ - \$ - \$ - \$ - \$         \$ - \$         \$ - \$         \$ - \$           30,000         30,000         30,000         30,000         (30,000)

#### OCEAN REEF DISTRIBUTION SYSTEM AND STORAGE IMPROVEMENTS

#### Renewal & Replacement

#### **Project Information**

Location Ocean Reef Distribution Station

Water

Project Type

Category Renewal and Replacement

Project Number 2352-18

Design EngineerTo be determinedProject ManagerJustin DaceyContractorTo be determined

Start Date2023Completion Date2024Bond FundedNoFacilities Master Plan ProjectYes



#### Description/Justification:

The distribution pumps serving Ocean Reef Club are approaching their end-of-life. The goals of this project are to determine the future needs of the Ocean Reef Club and add the storage and pumping capacity to meet those needs.

#### Status/Recent Developments:

#### **Financial Information:**

Capital F	unding:
-----------	---------

Capital Engineering	&
<b>Construction Costs</b>	

**Total Costs** 

Five	Year	Plan
------	------	------

2	019	2	020	2	021	2	022		2023	Tc	otal Cost
\$	-	\$	-	\$	-			\$	796,500	\$	796,500
	-		+		-		-		-		
\$	-	Ś	-	Ś	- 4	Ś	-	Ś	796,500	\$	796,500

#### **Operating Impact:**

New Personnel (FTEs)	2019	)	2020	2	021	2	022	2	023	T	otal
Personal Services Costs	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-
Other Operating Costs		9	-		-		=		-		-
<b>Total Operating Costs</b>	\$ -	\$	(4)	\$	14	\$	-	\$	-	\$	- 1

#### NO NAME KEY DISTRIBUTION INSTALLATION

#### Distribution System

#### **Project Information**

Location No Name Key Distribution System Project Type Category Water Main Extension 2332-17

Project Number

Design Engineer In-house Design Team Project Manager Jolynn Reynolds Contractor To be determined

Start Date 2020 Completion Date 2021 Bond Funded No Facilities Master Plan Project Yes



#### **Description/Justification:**

Residents of No Name Key are not currently served by FKAA with potable water. Residents in these areas are reliant upon cisterns and non-potable water deliveries for water and have expressed interest in connecting to the FKAA distribution system to improve their water quality. This purpose of this project is to install the approximately 11,000 linear feet of distribution mains to serve No Name Key and connect to the existing distribution system serving Big Pine Key.

#### Status/Recent Developments:

FKAA's in-house design team has been tasked with drafing plans for the project.

#### **Financial Information:**

Capital Funding:								
				Five Y	ear	Plan		
	201	19	2020	2021		2022	2023	Total Cost
Capital Engineering &								
Construction Costs	\$	-	\$ 288,000	\$1,920,000	\$	-	\$ -	\$ 2,208,000
		18	-	-		9	÷	-

\$ 288,000 \$1,920,000 \$

#### Operating Impact:

**Total Costs** 

				Ann	ual C	peratii	ng C	osts (Sa	iving	(S)		
New Personnel (FTEs)	2	019	2	2020	- :	2021		2022		2023	To	tal Cost
Personal Services Costs	\$		\$	-	\$	4	\$	6	\$	4	\$	-
Other Operating Costs				4		5,000		5,000		5,000		15,000
Total Operating Costs	\$	-	\$	-	\$	5,000	\$	5,000	\$	5,000	\$	15,000

#### MIDDLE TORCH KEY DISTRIBUTION INSTALLATION

#### **Distribution System**

#### **Project Information**

Location Middle and Big Torch Keys
Project Type Distribution System

Category

Project Number 2331-17

Design EngineerIn-house Design TeamProject ManagerJolynn ReynoldsContractorTo be determined

Start Date 2021
Completion Date 2023
Bond Funded No
Facilities Master Plan Project Yes



#### Description/Justification:

Residents of Middle Torch and Big Torch Keys are not currently served by FKAA with potable water. Residents in these areas are reliant upon cisterns and non-potable water deliveries for water and have expressed interest in connecting to the FKAA distribution system to improve their water quality. This purpose of this project is to install the approximately 37,000 linear feet of distribution mains to serve Middle Torch and Big Torch Keys and connect the system to the FKAA Transmission Main.

#### Status/Recent Developments:

FKAA's in-house design team has been tasked with drafing plans for the project.

#### **Financial Information:**

Capital Funding:								
					Five \	ear Plan		
	2	019	2	020	2021	2022	2023	Total Cost
Capital Engineering &								
Construction Costs	\$	-	\$	-	\$ 742,500	\$2,475,000	\$ 2,475,000	\$ 5,692,500
		+		-	-	-		
Total Costs	\$	-	\$	-	\$ 742,500	\$2,475,000	\$ 2,475,000	\$ 5,692,500

#### Operating Impact:

				Ann	ual O	perat	ing Co	sts (S	avings	()		
New Personnel (FTEs)	20	019	2	020	2	021	2	022	2	023	Tota	l Cost
Personal Services Costs	\$	-	\$	-	\$	-	\$	-	\$	+	\$	-
Other Operating Costs		-				1+		100		-		-
<b>Total Operating Costs</b>	\$	-	\$	-	\$	-	\$	-	\$		\$	-

#### **NAVY PUMP STATION REHABILITATION**

#### Renewal & Replacement

#### **Project Information**

Location Multiple U.S. Navy Properties

Project Type Wastewater

Category Renewal and Replacement

Project Number 4072-17

Design EngineerTo be determinedProject ManagerBubba OsterhoudtContractorTo be determined

Start Date 2019
Completion Date 2020
Bond Funded No
Facilities Master Plan Project Yes



#### Description/Justification:

This project includes a number of sewer lift stations serving the U.S. Navy that are in need of rehabilitation due to age and corrosion from sewer gases. This project will replace the corroded metal piping with plastic piping well suited to corrosive environments. The project also involves re-lining the wet wells of select stations to reduce infiltration of groundwater and protect the station's structure.

#### Status/Recent Developments:

Project is going through the bid process in summer 2018.

#### **Financial Information:**

#### **Capital Funding:**

Capital Engineering & Construction Costs

**Total Costs** 

r	IV	e	Y	e	ar	P	lan	

\$	733,500	\$4,890,000	\$ -	\$ 1.4	\$	-	\$ 5,623,500
	-	-	2	-		(2)	
\$	733,500	\$4,890,000	\$ -	\$	\$	-	\$ 5,623,500
_	2019	2020	 2021	 022	- 2	023	Total Cost

#### **Operating Impact:**

New Personnel (FTEs) Personal Services Costs Other Operating Costs Total Operating Costs

2019	2020	2021	2022	2023	Total
\$ ž.	\$ -	\$ 14	\$ 123	\$ -	\$ ()
(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(100,000)
\$ (20,000)	\$ (20,000)	\$ (20,000)	\$ (20,000)	\$ (20,000)	\$ (100,000)

#### **DUCK KEY COLLECTION SYSTEM REHABILITATION**

#### **Project Information**

Location Duck Key
Project Type Sewer

Category Renewal and Replacement

Project Number 4077-18
Design Engineer In-House

Project Manager Stephanie Bruno

Contractor TBD
Start Date 2019
Completion Date 2019
Bond Funded No

Facilities Master Plan Project No



#### Description/Justification:

This project includes the Hawk's Cay manhole rehabilitation/repair (20 in total) plus station rehabilitation; replacement of 300' of 8" clay pipe. Duck Key manholes need to have leaks repaired around inverts, rings etc. and be relocated. The station is 8' x 8' with 7.5 HP pumps.

#### Status/Recent Developments:

In house analysis of existing system and necessary project scope to begin late 2019.

#### **Financial Information:**

#### Capital Funding:

Capital Engineering & Construction Costs

**Total Costs** 

			100	G CAL I	1 601 1					
_	2019	2020	2	021	2	022	2	023	To	otal Cost
		\$ 138,000	\$	-	\$	_	\$		\$	138,000
1	-	-		-		-		**		

Five Year Plan

\$ 138,000 \$

#### **Operating Impact:**

New Personnel (FTEs) Personal Services Costs Other Operating Costs Total Operating Costs

#### **Annual Operating Cost (Savings)**

\$

\$

1	2019	2020	2021	2022	2023	Total
\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
	5,000	(5,000)	(5,000)	(5,000)	(5,000)	(15,000)
\$	5,000	\$ (5,000)	\$ (5,000)	\$ (5,000)	\$ (5,000)	\$ (15,000)

\$ 138,000

#### **NAVY MANHOLE REPAIRS**

#### Renewal and Replacement

#### **Project Information**

Location Multiple U.S. Navy Properties

Project Type Wastewater

Category Renewal and Replacement

Project Number 4078-18

Design Engineer To be determined
Project Manager Bubba Osterhoudt
Contractor To be determined

Start Date 2023 Completion Date 2023 Bond Funded No

Facilities Master Plan Project Yes



#### **Description/Justification:**

FKAA has over 150 sewer manholes on U.S. Navy properties in various conditions. This project involves performing a condition assessment of these manholes for rehabilitation in order to address those manholes with the greatest need.

#### Status/Recent Developments:

#### **Financial Information:**

-			
1 3	nita	Lind	Ing.
Ca	vita	Fund	IIIIg.

Capital Engineering & Construction Costs

**Total Costs** 

		Five	Year	Plan	
2019	2020		2021		,

\$ -	\$ -	\$ -	\$ -	\$ 552,000	\$	552,000
-	-	-	-	-		
\$ -	\$ -	\$ -		\$ 552,000	\$	552,000
 013	 020	 021	 022	2023	10	ital Cost

#### Operating Impact:

New Personnel (FTEs) Personal Services Costs Other Operating Costs Total Operating Costs

5,000 5,000 5,000 5,000 (5,000) 15,00
---------------------------------------

#### **BIG COPPITT WASTEWATER RECLAMATION FACILITY EXPANSION**

#### **Treatment and Reclaimed Water**

#### **Project Information**

 Location
 Big Coppitt WWTP

 Project Type
 Wastewater System

 Category
 WWTP Expansion

Project Number 4069-17

Design Engineer Brown & Caldwell
Project Manager Justin Dacey
Contractor To be determined

Start Date 2021
Completion Date 2023
Bond Funded No
Facilities Master Plan Project Yes



#### Description/Justification:

The Big Coppitt Wastewater Reclamation Facility is being expanded to accommodate the wastewater flows from Boca Chica Wastewater Treatment Plant. This will allow the Boca Chica Wastewater Treatment Plant to be decommissioned and re-purposed as a equalization tank to receive wastewater flows from Key Haven collection/transmission system.

#### Status/Recent Developments:

Preliminary design was completed in 2017.

#### Financial Information:

Capital Funding:									
				F	ive Year Pla	ın			
	2	019	2020	)	2021	2022	2023	Т	otal Cost
Capital Engineering & Construction Costs	\$	-	\$	-	\$1,233,000	\$4,110,000	\$4,110,000	\$	9,453,000
Total Costs	\$	-	\$		\$ 1,233,000	\$ 4,110,000	\$4,110,000	\$	9,453,000

#### **Operating Impact:**

				and the second							
20	18	2	019	2	020	2	021	2	022	Tota	l Cost
\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	-		-		-		-		-		-
\$	-	\$	-	\$	-	\$		\$	-	\$	
	\$	\$ -	2018 2 \$ - \$ - \$ - \$	2018 2019 \$ - \$ -  \$ - \$ -	2018 2019 2 \$ - \$ - \$ \$	2018 2019 2020 \$ - \$ - \$ -  \$ - \$ - \$ -	2018 2019 2020 2 \$ - \$ - \$ - \$ \$	2018 2019 2020 2021 \$ - \$ - \$ - \$ -  \$ - \$ - \$ -	2018 2019 2020 2021 2 \$ - \$ - \$ - \$ - \$ 	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$

#### **Capital Outlay Budget Detail**

For fiscal years 2019

			Amount	Water cost centers	Wastewater cost centers	Total
хеси	utive Division			-		
	Executive					
011	Executive Office	None		\$ -		
012	Public Information	Water truck	160,000	160,000	s	160,00
dmi	nistration Division					
	Customer Service					
030	Customer Service Administration	None	•			
031	Central Payment Processing	None	*			
032	Customer Service-Key West	None	-			
034	Customer Service-Marathon	None		-		
035	Customer Service-Tavernier	None		-		
037	Field Services-Key West	None	-	-		
038	Field Services-Marathon	None	-	-		
039	Field Services-Tavernier	None	-	•		
	Finance					
010	Finance	None		-		
020	Billing	None	-			
030	Purchasing and Inventory	None		-		
040	Records	None	•	-		
	Human Resources					
010	Human Resources	None	-			
	Information Technology					
010	Information Technology	Network switches (10)	50,000			
		Printers (3)	21,000			
				71,000		71,0
	O District					
Itilit	y Operations Division  Engineering					
	y Operations Division  Engineering  General Engineering	None	-	-		
021	Engineering	None GPS Trimble	13,000	- 13,000		
021	Engineering General Engineering		- 13,000 -	13,000		
)21 )22 )23	Engineering General Engineering Contract Management	GPS Trimble		- 13,000 - -		
021 022 023 024	Engineering General Engineering Contract Management Water Quality	GPS Trimble None		- 13,000 - -		
)21 )22 )23	Engineering General Engineering Contract Management Water Quality Design	GPS Trimble None None		- 13,000 - -		
)21 )22 )23	Engineering General Engineering Contract Management Water Quality Design	GPS Trimble None None Muller Tapping Machine AU Cargo Trailer Replacement of dump truck beds (2)	47,000	13,000 - -		
)21 )22 )23	Engineering General Engineering Contract Management Water Quality Design	GPS Trimble None None Muller Tapping Machine AU Cargo Trailer	47,000 5,000	13,000 - -		
)21 )22 )23	Engineering General Engineering Contract Management Water Quality Design	GPS Trimble None None Muller Tapping Machine AU Cargo Trailer Replacement of dump truck beds {2} Pipe Racks (2) Trucks Valve Replacement	47,000 5,000 40,000 6,000 100,000	13,000		
021 022 023 024 025	Engineering General Engineering Contract Management Water Quality Design	GPS Trimble None None Muller Tapping Machine AU Cargo Trailer Replacement of dump truck beds (2) Pipe Racks (2) Trucks Valve Replacement New meter installations	47,000 5,000 40,000 6,000 100,000	-		
021 022 023 024 025	Engineering General Engineering Contract Management Water Quality Design Construction Crew	GPS Trimble None None Muller Tapping Machine AU Cargo Trailer Replacement of dump truck beds {2} Pipe Racks (2) Trucks Valve Replacement New meter installations New leak detection equipment (upper keys)	47,000 5,000 40,000 6,000 100,000 180,000 30,000	-		
021 022 023 024 025	Engineering General Engineering Contract Management Water Quality Design Construction Crew	GPS Trimble None None Muller Tapping Machine AU Cargo Trailer Replacement of dump truck beds {2} Pipe Racks (2) Trucks Valve Replacement New meter installations New leak detection equipment {upper keys} Small meter replacement	47,000 5,000 40,000 6,000 100,000 180,000 30,000 35,000	-		
021 022 023 024 025	Engineering General Engineering Contract Management Water Quality Design Construction Crew	GPS Trimble None None Muller Tapping Machine AU Cargo Trailer Replacement of dump truck beds (2) Pipe Racks (2) Trucks Valve Replacement New meter installations New leak detection equipment (upper keys) Small meter replacement Large meter replacement	47,000 5,000 40,000 6,000 100,000 180,000 35,000 50,000	-		
021 022 023 024 025	Engineering General Engineering Contract Management Water Quality Design Construction Crew	GPS Trimble None None Muller Tapping Machine AU Cargo Trailer Replacement of dump truck beds (2) Pipe Racks (2) Trucks Valve Replacement New meter installations New leak detection equipment (upper keys) Small meter replacement Large meter replacement AMI collectors	47,000 5,000 40,000 6,000 100,000 30,000 35,000 50,000	-		
021 022 023 024 025	Engineering General Engineering Contract Management Water Quality Design Construction Crew	GPS Trimble None None Muller Tapping Machine AU Cargo Trailer Replacement of dump truck beds (2) Pipe Racks (2) Trucks Valve Replacement New meter installations New leak detection equipment (upper keys) Small meter replacement Large meter replacement AMI collectors Tank flow control	47,000 5,000 40,000 6,000 100,000 180,000 35,000 50,000 150,000 75,000	-		
D21 D22 D22 D23 D24 D25	Engineering General Engineering Contract Management Water Quality Design Construction Crew	GPS Trimble None None Muller Tapping Machine AU Cargo Trailer Replacement of dump truck beds (2) Pipe Racks (2) Trucks Valve Replacement New meter installations New leak detection equipment (upper keys) Small meter replacement Large meter replacement AMI collectors	47,000 5,000 40,000 6,000 100,000 30,000 35,000 50,000	-		

#### **Capital Outlay Budget Detail (continued)**

For fiscal years 2019

	Water Operations			
4001	Operations Office Key West	None		
4101	Operations Office Stock Island/lower keys	Desail car wash roof	11,000	11,000
4102	Distribution/Maintenance-Area (	Cat skid steer (new)	56,200	
		Vermeer Tractor (new)	96,700	
44.00	Disability of the state of the	Skid steer trailer	12,000	164,900
4103	Distribution/Maintenance-Area II	Tap upgrades (see below)	210,000	
		Vermeer Vactron Vacuum Excavator (new)	68,000	
		Big Coppitt A/C replacement	7,500	
		Big Pine A/C replacement	7,500	775 700
1101	Distribution Description Management	Aurora Horiz split case pump  None	12,000	305,000
4104 4105	Distribution Pump Station-Key West Distribution Pump Station-Stock Island	Riding Mower (replacement)	-	6.000
4108	Fleet Maintenance-lower keys	Vehicles (see below)	6,000 398,500	6,000
4100	Freet Maintenance-rower keys	Snap on scanner	6,500	405,000
4110	Stock Island Reverse Osmosis Plant	Sodium hydroxide feed system	15,000	15,000
4201	Operations Marathon/Middle keys	Fence replacement	8,500	8,500
4202	Distribution/Maintenance-Area III	Mini hydraulic excavator (new)	48,000	48,000
4203	Transmission Maintenance-Area III	Sloan dewatering pump (replacement)	36,000	40,000
7203	The state of the s	24" valve replacement (North Park Channel)	29,000	
		30" valve replacement (Tom's Harbor Cut)	41,000	
		Welding shop roof (carport)	8,000	
		Tig welding box (replacement)	6,000	
		Hydraulic power units (2)	10,400	
		Stick welder	13,000	143,400
4204	Transmission Pump Station-Marathon	None	,	
4205	Transmission Pump Station-Ramrod	None		-
4208	Fleet Maintenance-middle keys	Vehicles (see below)	816,600	
	·	Tilt back tire changer	10,000	
		Wheel balancer	8,700	835,300
4210	Reverse Osmosis Plant-Marathon	None	· .	
4301	Operations Key Largo and upper keys	Drive-thru blinds	6,000	6,000
4302	Distribution Maintenance Area IV	Pump house A/C	5,100	
		Vermeer Vactron Vacuum Excavator (new)	64,500	
		Mini Hydraulic Excavator (new)	48,000	
		Tilt trailer	8,200	125,800
4303	Distribution Maintenance Area V	Vermeer Vactron Vacuum Excavator (new)	64,500	
		Dump trailer (new)	9,500	
		ICS 20" hydraulic saw	6,000	80,000
4304	Transmission Maintenance Areas IV and V	Backhoe trailer (replacement)	23,500	
		Cargo trailer (replacement)	7,900	
		Fence repairs (Key Largo yard)	10,200	
		Electric gate opener (Cross Key)	5,800	
		Iron milling machine	13,000	
		Storage shed (2)	5,500	
		Skidsteer Chipper	12,100	
		Welder/compressor (replace equipment # 543)	11,000	
		Backhoe (replace equipment # 259)	83,000	
		Welder truck crane	5,300	
		3" air release replacements (15)	21,000	
		Quonset Hut (new)	50,000	248,300
4308	Fleet Maintenance-upper keys	Vehicles (see below)	131,100	
		4-wheel drive mules (2)	24,000	155,100
5010	Water Treatment Plant-Florida City	Blowdown pump (2)	44,000	
		Influent valve	22,000	
		Lime slurry pump (2)	16,400	82,400
5020	Transmission Pump Station-Florida City	Diesel pump (replacement)	104,000	
		Fuel polisher	11,000	115,000
5030	Transmission Pump Station-Long Key	None	-	
5040	Transmission Pump Station-Key Largo	None	-	
5050	Florida City RO Plant	None		-
5060	Electrical and Instrumentation Controls	GE calibration flow meter	16,000	
		Hart communicators (2)	9,600	25,600

2,780,300

#### **Capital Outlay Budget Detail (continued)**

For fiscal years 2019

	Wastewater Operations			
4112	Bay Point Wastewater Treatment Plant	None		-
4113	Bay Point Collection	None	•	-
1114	Big Coppitt Wastewater Treatment	Blower enclosures (new) (2)	15,800	
		Verderflex peristaltic hydroxide pump (2)	9,000	
		Filter feed pump (replacement) (1)	8,200	33,000
1115	Big Coppitt Collection	None		-
116	Key Haven Wastewater Treatment	None		-
1117	Key Haven Collection	None	n.	-
1118	Cudjoe Regional Wastewater Treatment	None		
1119	Cudjoe Regional Collection	Transmission station roofing for rain events (6)	35,000	35,000
4120	Navy Wastewater System	E-One pump (replacement) (3)	7,300	
		Large grinder pump (replacement 2%) (3)	12,600	
		Large grinder pump (spare) (2)	7,200	27,100
4213	Wastewater Treatment Plant-Duck Key	None	9,000	9,000
1214	Wastewater Operations and Maintenance	Liquid tight drying box (new) (2)	36,000	
		Dump trailer (new)	7,700	
		4" hydraulic dewatering pump (new)	6,500	
		Heavy duty trailer tug (new)	29,900	
		Trailered jetter	10,000	
		Mini Hydraulic Excavator (new)	48,000	138,100
1216	Duck Key Collection	Hawk's Cay lift station and main manhole repair	33,500	
		Resort manhole repair (4)	24,000	
		Grinder pump replacement (2)	8,200	65,700
1312	Wastewater Treatment Plant-Layton	Jet motive pump (spare)	9,500	9,500
1313	Layton Collection	State park grinder pump (replacement) (2)	5,800	5,800
				323,2

Total Capital Outlay \$ 4,165,500

	Fleet details			
4108	Fleet Maintenance-lower keys	1/2 ton (replace vehicle #172)	25,200	
		1/2 ton (replace vehicle #173)	25,200	
		1/2 ton (replace vehicle #311)	25,200	
		1/2 ton (replace vehicle #312)	25,200	
		1/2 ton (replace vehicle #401)	25,200	
		1/2 ton (replace vehicle #536)	25,200	
		1 ton (replace vehicle #155)	39,900	
		1 ton (replace vehicle #167)	39,900	
		Wastewater utility trucks (2)	140,000	
		Inspector (new)	27,500	
4208	Fleet Maintenance-middle keys	1/2 ton (replace vehicle #454)	25,200	398,500
		Midsize SUV (replace vehicle #174)	26,000	
		Midsize SUV (replace vehicle #121)	26,000	
		17,500 GVWR w/out crane (replace vehicle # 339)	75,000	
		E-350 Utilimaster Van (replace vehicle #320)	55,000	
		F550 Cattle truck (replace vehicle # 310)	60,900	
		Electrician van	30,000	
		Truck for new DSO position	40,000	
		Bridge truck (new)	478,500	816,600
4308	Fleet Maintenance-upper keys	1/2 ton (replace vehicle #537)	25,200	
		1 ton (replace vehicle #540)	39,900	
		Midsize SUV (replace vehicle #100)	26,000	
		Trucks for new DSO position	40,000	131,100

Total fleet capital 1,346,200

#### **Capital Outlay Budget Detail (continued)**

For fiscal years 2019

					•
	Tap replacements				
4103	Distribution/Maintenance-Area II	Tap 125 2" pipe and valve upgrade	35,000		
		Tap 138 2" pipe and valve upgrade	35,000		
		Tap 142 2" pipe and valve upgrade	35,000		
		Tap 145 2" pipe and valve upgrade	35,000		
		Tap 158 2" pipe and valve upgrade	35,000		
		Tap 187 2" pipe and valve upgrade	35,000	210,000	
	Total tap replacements			210,000	

#### **Capital Financing Plan Summary**

For fiscal years 2019

#### **Background**

The Authority has developed a long-range capital financing plan that is intended to identify when bonds must be issued to fund capital projects. Since Monroe County will be funding all future capital costs relating to wastewater, this plan centers around the water system capital improvement plan.

The Authority's ratings for water bonds are Aa3, A+, and AA- from Moody's Investor Services, Standard and Poor's, and Fitch Ratings, respectively. The Authority has no legal debt limits.

#### **Summary of Debt**

#### **Anticipated Budget Year Bond Issues**

No water bond issues are anticipated for the 2019 budget year. Water capital projects will be funded using available cash reserves, revenue from a dedicated source such as assessments, state appropriations or, in the case of U.S. Navy projects, specific charges to that customer.

Wastewater projects will be funded by a combination of rate revenue, existing cash reserves and any remaining proceeds from the Series 2016 bond issue.

Total projected outstanding debt at the end of budget year 2019 is estimated to be approximately \$137 million and debt service is approximately \$8.9 million.

#### **Existing Outstanding Bond Issues**

#### Water Revenue and Revenue Refunding Bonds

In October 2007, the Authority issued \$53,975,000 in water revenue bonds with an average interest rate of 5.04%. Interest is payable on March 1 and September 1 of each year and principal is payable annually on September 1. The interest rates on the outstanding bonds range from 4.0% to 5.25%. The proceeds from these bonds were used to fund the Authority's continuing capital improvement plan. In April, these bonds were advanced refunded by Series 2015A and 2015B bonds, with the proceeds escrowed to fund debt service on the Series 2007 bonds beginning in 2018.

In June 2008 the Authority issued \$52,625,000 in water revenue refunding bonds. The 2008 bonds bear interest at a variable rate that is set each week when the bonds are remarketed (.07% at June 10, 2015). The proceeds from these bonds were used to refund Series 2006 bonds, which were insured by a failed bond insurer. The refunding was necessary replace the bond insurer with a letter of credit. The interest rate swap executed at the issuance of the Series 2006 bonds in place with the notional amount now tied to the Series 2008 bonds.

In July 2013, the Authority issued \$19,900,000 in Series 2013A refunding revenue bonds to a bank. The proceeds from this issue were used to refund 5eries 2003 water revenue bonds. Interest is payable on March 1 and 5eptember 1 of each year and principal is payable annually on 5eptember 1. The bonds bear interest at a fixed rate of 1.64%. This issue resulted in an economic benefit to the Authority of about \$2.6 million in savings.

In November 2013, the Authority issued \$7,700,000 in Series 2013B revenue bonds to a bank to partially fund water distribution line replacements that are being accelerated by wastewater line construction. In January 2014, the Authority issued \$2,670,000 in Series 2014B bonds to the same bank to fully fund the project. Interest is

#### **Capital Financing Plan Summary (continued)**

For fiscal years 2019

payable on March 1 and September 1 of each year and principal is payable annually on September 1. Both series bear interest at a fixed rate of 3.52%.

In April 2015, the Authority issued \$34,560,000 in Series 2015A bonds and \$16,435,000 in Series 2015B bonds to advance-refund outstanding Series 2007 bonds maturing after 2018. The 2015A bonds have an effective interest rate of approximately 3.75% and the Series 2015B bonds bear interest at a rate of 2.52%.

Water revenue and revenue refunding bonds are issued under the Authority's Resolution No. 03-12. The payment of the principal and interest on these bonds is collateralized by a pledge of and lien upon the net revenues derived from the operation of the Authority's water utility and other monies including investments held in certain accounts established by the bond resolution. Under the bond resolution, the Authority will fix, establish, maintain and collect the water rates and revise the same from time to time, whenever necessary, that will always provide in each fiscal year, (a) net revenues adequate at all times to pay in each fiscal year at least one hundred ten percent (110%) of the annual debt service requirement becoming due in such fiscal year on each series of outstanding bonds and at least one hundred percent (100%) of any amounts required by the terms of the bond resolution to be deposited in the reserve account or reserve account insurance policy in such fiscal year, and (b) net revenues, together with impact fees deposited in the current account in the impact fees fund, adequate to pay at least one hundred twenty percent (120%) of the current annual debt service requirement becoming due in such fiscal year on the outstanding bonds. The rates will not be reduced to a level that would be insufficient to provide net revenues fully adequate for the purposes provided by the bond resolution.

#### **Wastewater Revenue Bonds**

In September 2012, the Authority issued Series 2012 wastewater refunding revenue bonds to a bank in an amount of \$5,635,000. The proceeds were used to refund Series 2001, 2004 and 2009 wastewater revenue bonds and bear interest at a fixed rate of 2.86% Principal payments are due annually on September 1 until 2029 at which time all outstanding principal is payable in full. Interest is payable on March 1 and September 1 of each year through 2029.

In November 2016, the Authority issued Series 2016 wastewater revenue bonds to a bank in an amount of \$10,000,000. The proceeds are being used to fund wastewater capital improvements in the lower keys. The bonds bear interest at a fixed rate of 1.72%. Principal payments are due annually on September 1 until 2036 at which time all outstanding principal is payable in full. Interest is payable on March 1 and September 1 of each year through 2036.

Wastewater revenue and revenue refunding bonds were issued under the Authority's Resolution No. 00-20 adopted October 18, 2000 and Resolution No. 01-25 adopted September 19, 2001. The payment of the principal and interest on these bonds is collateralized by a pledge of and lien upon the net revenues derived from the operation of the Authority's wastewater utility and other monies including investments held in certain accounts established by the bond resolution. Under the bond resolution, the Authority will fix, establish, maintain and collect the wastewater rates and revise the same from time to time, whenever necessary, that will always provide in each fiscal year, (a) net revenues adequate at all times to pay in each fiscal year at least one hundred ten percent (110%) of the annual debt service requirement becoming due in such fiscal year on each series of outstanding bonds or (b) net revenues, together with impact fees collected, adequate to pay at least one hundred twenty percent (120%) of the current annual debt service requirement becoming due in such fiscal year on the outstanding bonds. The rates will not be reduced to a level that would be insufficient to provide net revenues fully adequate for the purposes provided by the bond resolution.

For fiscal years 2019

#### SUMMARY OF OUTSTANDING PRINCIPAL OF LONG TERM DEBT

	Projected outstanding ocipal, 10/1/18	19 proceeds n issuance of debt	20	principal payments	0	Projected utstanding cipal, 9/30/19
Series 2007 water revenue bonds	\$ 2,060,000	\$ -	\$	-	\$	2,060,000
Series 2008 water refunding and revenue bonds [1]	52,625,000	-		~		52,625,000
Series 2012 wastewater revenue bonds	4,605,000	-		355,000		4,250,000
Series 2013A water refunding bonds	12,700,000	-		2,565,000		10,135,000
Series 2013B water revenue bonds	6,880,000	-		325,000		6,555,000
Series 2014A water revenue bonds	2,400,000	-		115,000		2,285,000
Series 2015A water refunding bonds	34,560,000	-		-		34,560,000
Series 2015B water refunding bonds	15,600,000	-		855,000		14,745,000
Series 2016 wastewater revenue bonds	10,000,000	-		235,000		9,765,000
Total bonds	\$ 141,430,000	\$ -	\$	4,450,000	\$	136,980,000

#### **SUMMARY OF DEBT SERVICE**

		Budgeted 2018 debt service					<b>Budgeted 2019 debt service</b>				
	Fixed / Variable		Principal		Interest		Total	Principal	Interest		Total
Series 2007 water revenue bonds	Fixed	\$	-	\$	_	\$	-	\$ -	\$ -	\$	-
Series 2008 water refunding and revenue bonds [1]	Variable		-		1,997,000		1,997,000	-	1,997,000		1,997,000
Series 2012 wastewater revenue bonds	Fixed		355,000		117,000		472,000	355,000	102,000		457,000
Series 2013A water refunding bonds	Fixed		2,510,000		169,000		2,679,000	2,565,000	128,000		2,693,000
Series 2013B water revenue bonds	Fixed		315,000		232,000		547,000	325,000	221,000		546,000
Series 2014A water revenue bonds	Fixed		110,000		81,000		191,000	115,000	77,000		192,000
Series 2015A water refunding bonds	Fixed		-		1,340,000		1,340,000	-	1,340,000		1,340,000
Series 2015B water revenue bonds	Fixed		835,000		414,000		1,249,000	855,000	393,000		1,248,000
Series 2016 wastewater revenue bonds	Fixed		220,000		169,000		389,000	235,000	166,000		401,000
Total bonds		\$	4,345,000	\$	4,519,000	\$	8,864,000	\$ 4,450,000	\$ 4,424,000	\$	8,874,00 <b>0</b>

<sup>[1]</sup> Includes ancillary costs of remarketing and letter of credit fees

<sup>[2]</sup> Assumes delivery date of October 1, 2018

#### **Debt Service Coverage Analysis**

For fiscal years 2019

#### PROJECTED DEBT SERVICE COVERAGE

	Budgeted 2018					Budgeted 2019		
		Water		Wastewater		Water	W	/astewater
				Revenue available	ford	debt service		
Total operating revenue	\$	51,540,000	\$	9,177,000	\$	54,436,000	\$	9,452,000
Interest income-revenue funds		300,000				500,000		-
Other revenue available for debt service		510,000		-		522,000		-
Less operating expenses before depreciation		(36,817,400)		(7,536,200)		(38,880,200)		(8,056,400)
Net funds available for debt coverage		15,532,600	•	1,640,800		16,577,800		1,395,600
Debt service requirements	\$	8,003,000		861,000	\$	8,016,000		858,000
Coverage factor (minimum of 1.10 for water only)		1.94				2.07		
5ys tem development fees	\$	1,000,000	\$	138,000	\$	1,000,000	\$	138,000
Coverage factor with system development fees (minimum of 1.20)		2.07		2.07		2.19		1.79



## DEPARTMENTAL INFORMATION

Utility Operations Division Summary

**Engineering Department Summary** 

Water Operations Department Summary

Wastewater Operations Department Summary

**Position and Fleet Summary** 

Operating Expenditure Budget By Functional Unit

Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 Departmental Information
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#### **Executive Division**



#### Responsibilities and Budget Issues

The Executive division represents the executive branch of the organization, including the executive director, general counsel, internal auditor and support staff. The budget supports all external legal services, governmental liaison management audit costs and public information. Since the department employs several specialized, professional and senior level management positions, salaries are a substantial part of its budget.

#### DEPARTMENTS

Executive

Public Information

#### **Executive Division Summary**

For fiscal year 2019

## Executive Division KEY DEPARTMENT INDICATORS

	Actual 2017	Budgeted 2018	Budgeted 2019
Key department	indicators		
Number of full time department employees budgeted	7	8	8
Positions budgeted last year that are eliminated	-	-	
Positions transferred in (out)	-	1	-
Number of regular and special board meeting	14	14	14
Number of board workshop meetings	3	3	3
Number of board committee meetings	4	4	4
Number of public hearings	6	6	6

## DEPARTMENTAL GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Provide leadership and support to all departments and divisions to ensure that the Authority provides safe, efficient, resilient and sustainable water and wastewater services in a fiscally responsible manner.

Evaluate the integration of Information technology processes system-wide to ensure optimization of water quality parameters, operations and maintenance activities, security measures, and customer service processes.

Initiate an evaluation and retooling of the FKAA's Strategic Plan.

Enhance customer awareness and education programs with an emphasis on the value of water.

Strengthen partnerships and collaborations with agencies regulating wellfield protection activities.

Develop an internal communications strategy.

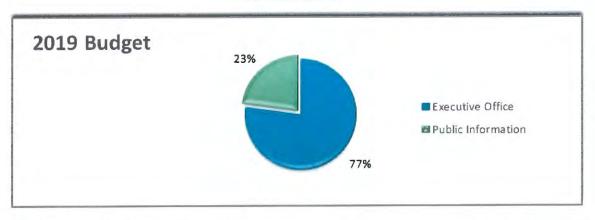




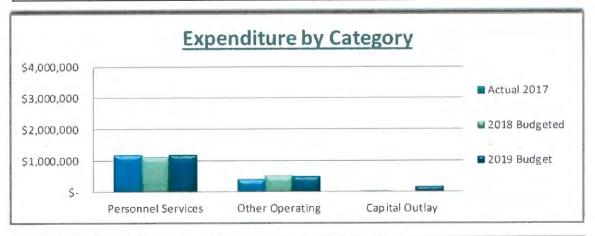
#### **Executive Division Summary (continued)**

For fiscal years 2019

#### **Executive**



Division	2019 Budget
Executive Office Public Information	\$ 1,403,700 415,200
Total	\$ 1,818,900



Expenditure	А	ctual 2017	201	8 Budgeted	20	19 Budget
Personnel Services	\$	1,161,949	\$	1,119,200	\$	1,171,200
Other Operating		387,126		513,800		487,700
Capital Outlay		8,216		34		160,000
Total	\$	1,557,291	\$	1,633,000	\$	1,818,900

Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 Departmental Information

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#### **Administration Division**



#### Responsibilities and Budget Issues

The Administration Division is responsible for the business-type activities of the organization, including finance, human resources, customer service and technical services. The managers of these departments report directly to the Deputy Executive Director in charge of administration. The budgets, goals and indicators for these departments are discussed on the following pages.

# DEPARTMENTS Finance Human Resources Information Technology Customer Service

#### **Customer Service Department**



#### Responsibilities and Budget Issues

The Customer Service department establishes new accounts, receives and processes payments, researches customer inquiries, administers the contact center, collects meter readings for billing purposes, researches unusual consumption situations and handles service calls. The budget's largest component is salaries and benefits for adequate staff at three strategically located area offices.

#### DEPARTMENTAL TEAMS

Customer Service Key West and the Lower Keys

Customer Service Marathon and the Middle Keys

Customer Service Tavernier and the Upper Keys

Field Services Key West and the Lower Keys

Field Services Marathon and the Middle Keys

Field Services Tavernier and the Upper Keys

For fiscal year 2019

### Customer Service Department KEY DEPARTMENT INDICATORS

	Budgeted			
	Actual 2017	2018	Budget 2019	
Key department in	dicators			
Number of full time department employees budgeted	36	35	36	
New positions not in prior year's budget		-	1	
Positions budgeted last year that are eliminated	(4)	(4)	-	
Positions transferred in (out)	÷ .	-	-	
Number of calls received from call center	87,000	85,000	86,000	
Number of meters in service	52,000	52,000	53,000	
Number of automated read meters	52,000	52,000	53,000	
Number of data collection units	33	31	33	
Number of delinquent service orders	2,600	3,900	2,500	
Number of high consumption investigations	4,700	7,000	4,700	
New meter installations (not including replacements)	400	500	500	
Total field service orders	31,000	38,000	38,000	
Number of zero read investigations	1,300	3,000	3,000	
Number of MIU's changes	4,900	4,200	4,800	

## DEPARTMENTAL GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Pursue new processes, technologies and solutions to improve how we operate and better serve our customers and community.

Identify and foster the next generation of leaders through mentoring, professional development and educational opportunities.

Enhance customer service skills by providing employee training and certifications. i.e. Notary services, computer training, GPS training, etc.

Improve customer satisfaction through friendly, reliable, timely services and improve our customers understanding and confidence in our resources.

Actively mentor employees; promote and support training, continuing education, cross training (Backflow) and career development that aligns with our strategic needs.

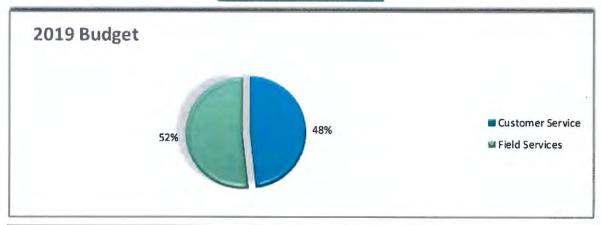




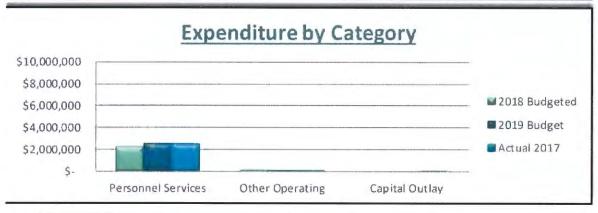
#### **Customer Service Department Summary (continued)**

For fiscal years 2019

#### **Customer Service**



Division	2019 Budget
Customer Service	1,306,300
Field Services	1,399,800
Total	\$ 2,706,100



Expenditure	Α	ctual 2017	201	8 Budgeted	20	19 Budget
Personnel Services	\$	2,581,441	\$	2,315,700	\$	2,576,300
Other Operating		136,094		171,500		129,800
Capital Outlay		30,500		-		
Total	\$	2,748,035	\$	2,487,200	\$	2,706,100

#### **Finance Department**



#### Responsibilities and Budget Issues

The Finance department consists of finance, accounts receivable, purchasing and inventory, billing and records retention department. The department's budget supports contractual services for banking, investment services, financial and rate consultant fees and billing.



For fiscal year 2019

## Finance Department KEY DEPARTMENT INDICATORS

	Budgeted			
	Actual 2017	2018	Budget 2019	
Key department in	ndicators			
Number of full time department employees budgeted	29	30	30	
New positions not in prior year's budget	-	-	-	
Positions transferred in (out)	-	1	-	
Total bills/payments processed	609,270	600,000	610,000	
Vendor payments	2,738	2,700	3,200	
Customer deposit refunds	8,754	12,000	9,500	
Number of purchase orders	1,648	1,670	1,680	
Number of bids and RFps/RFQ's issued	20	20	25	
Number of warehouses	5	5	5	
Number of stock items	2,186	2,200	2,210	

## DEPARTMENTAL GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Expand electronic interaction capabilities to enhance customer experience and improve operational efficiencies, including interactive voice recognition, e-bill, payment kiosk and auto-pay.

Increase public awareness of excellent quality and value of tap water.

Continue to monitor debt structure to identify possible opportunities for cost savings.

Continue to monitor water and wastewater rates for sufficiency.

Continue to monitor internal processes to capitalize on staffing and monetary efficiencies.

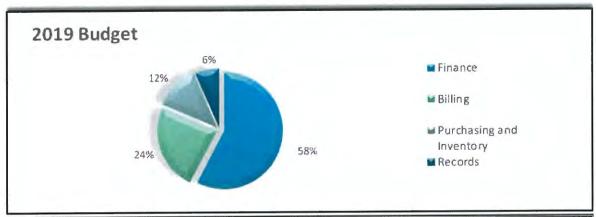




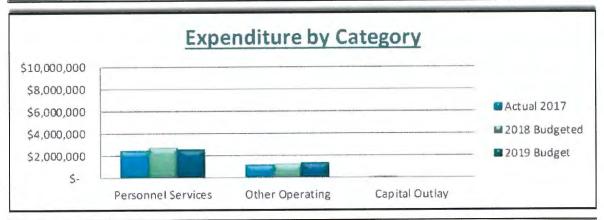
#### **Finance Department Summary (continued)**

For fiscal years 2019

#### **Finance**



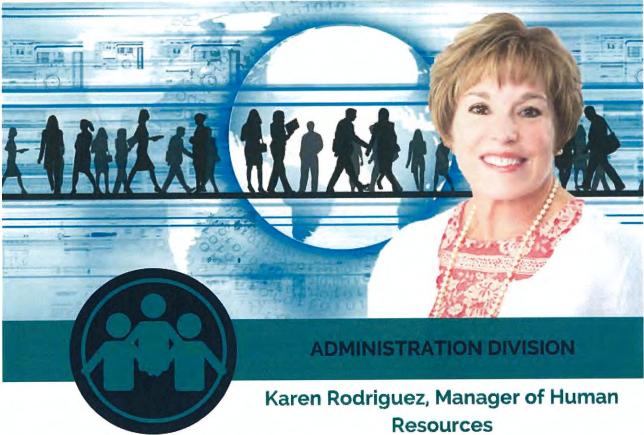
Division	2019 Budget
Finance	2,199,400
Billing	906,200
Purchasing and Inventory	459,200
Records	246,300
Total	\$ 3,811,100



Expenditure	A	Actual 2017		8 Budgeted	20	2019 Budget		
Personnel Services	\$	2,456,833	\$	2,679,900	\$	2,542,700		
Other Operating		1,103,176		1,203,500		1,268,400		
Capital Outlay		1,314		-		_		
Total	\$	3,561,323	\$	3,883,400	\$	3,811,100		

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#### **Human Resources Department**



#### Responsibilities and Budget Issues

The Human Resources department consists of human resources and risk management. The budget supports all personnel related programs as well as all types of insurance. The budget supports costs of recruitment, selection, orientation and retention of employees, employee health insurance (including estimated claims), workers' compensation insurance and property and liability insurance.



#### **Human Resources Department Summary**

For fiscal year 2019

## Human Resources Department KEY DEPARTMENT INDICATORS

Key department indicators			
	Budgeted		
	Actual 2017	2018	Budget 2019
Number of full time department employees	4	4	4
Positions budgeted last year that are eliminated		-	-
Positions transferred in (out)			-
Number of student positions for the agency	1	3	3
Job postings for the organization	55	40	60
Number of applications received	577	500	1,000
Number of new hires	16		20
Number of resignations, retirements or terminations	16	-	20
Number of grievances filed	2	3	3
Number of arbitrations filed Number of insurance claims (including workman's	*	2	2
compensation and hurricane damage)	. 69	40	59
		-	

## DEPARTMENTAL GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Enhance employee communication and development by giving employees the tools they need to stay on top of their personal grown and development.

Financial optimization by continually analyzing insurance costs and documenting potential losses.

Train supervisors and employees throughout the system on how to use the many tools available to them within the ADP Workforce Now HR Program.

Fine tune the company property program in ADP to better track FKAA property issued to each employee and returned.

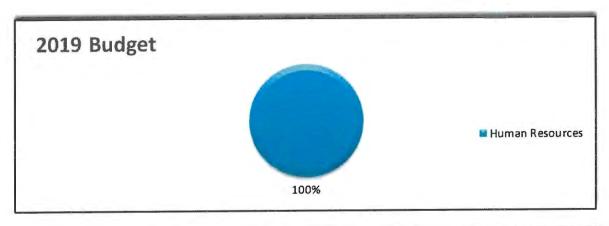




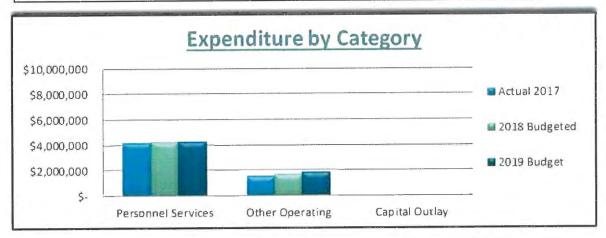
### **Human Resources Department Summary (continued)**

For fiscal year 2019

### **Human Resources**



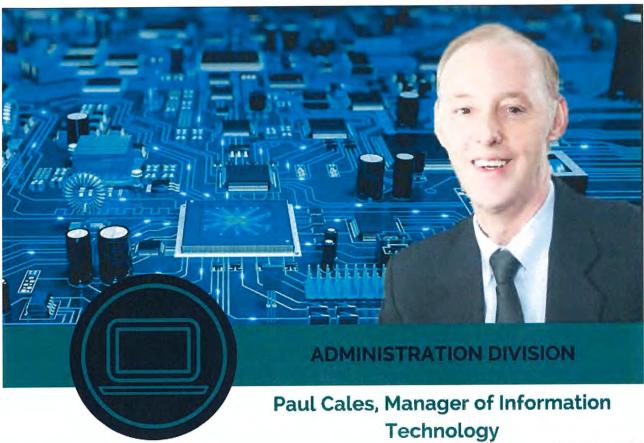
Division	2019 Budg		
Human Resources	\$ 6,043,30		
Total	\$ 6,043,30		



Expenditure	A	ctual 2017	201	8 Budgeted	20	19 Budget
Personnel Services	\$	4,104,368	\$	4,226,900	\$	4,225,200
Other Operating		1,468,241		1,619,300		1,818,100
Capital Outlay		_		-		
Total	\$	5,572,609	\$	5,846,200	\$	6,043,300

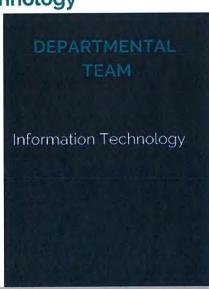
Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 **Departmental Information** This page is intentionally left blank

### **Information Technology Department**



### Responsibilities and Budget Issues

Information Technology is responsible for planning, designing, acquiring, building, operating and maintaining technical infrastructure and for developing jointly with management, technology policies, strategies, standards, guidelines, and architectural direction. The technical architecture includes data, applications, hardware, software, networks, security and control systems. The budget supports salaries for several specialized positions as well as software licensing and maintenance costs.



For fiscal year 2019

# Information Technology Department KEY DEPARTMENT INDICATORS

	Actual 2017	<b>Budgeted 2018</b>	Budget 2019				
Key department indicators							
Number of full time department employees	-	11	11				
New positions not in prior year's budget							
Positions budgeted last year that are eliminated	-						
Positions transferred in (out)		(15)					
Help desk requests	3,362	3,000	4,000				
Number of work stations maintained	350	350	350				
Number of servers maintained	115	115	115				
Routers/switches maintained	100	100	100				
PBX switches maintained	2	2	(2)				
Telephones maintained (includes fax & cell)	400	175	175				
Radios maintained		-					
PLCs maintained	-						
Printers	155	155	155				

# DEPARTMENTAL GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Keep everyone educated on the long- term cost of implementation of all systems.

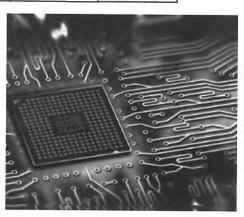
Continue mobility initiative to improve efficiencies.

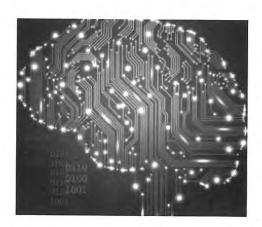
Add redundancy to positions through formal and on-the-job training.

Continue to improve technologies.

Enhance network security to ensure utility safe operations.

Develop a defensible utility and related infrastructure.

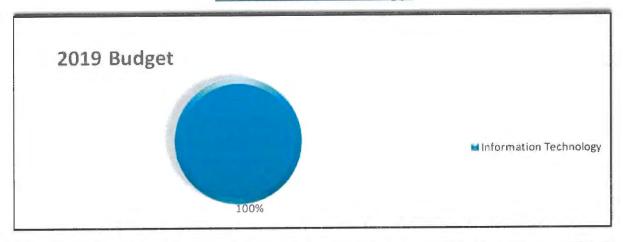




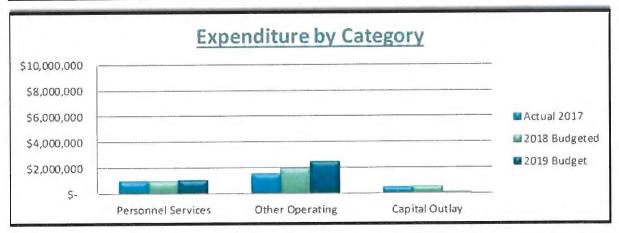
### **Information Technology Department Summary (continued)**

For fiscal years 2019

### **Information Technology**



Division		2019 Budget
Information Technology		\$ 3,546,900
	,	
Total		\$ 3,546,900



Expenditure		Actual 2017		8 Budgeted	2019 Budget	
Personnel Services	\$	915,196	\$	973,600	\$	1,041,000
Other Operating		1,493,872		1,941,100		2,434,900
Capital Outlay		449,205		541,000		71,000
Total	\$	2,858,273	\$	3,455,700	\$	3,546,900

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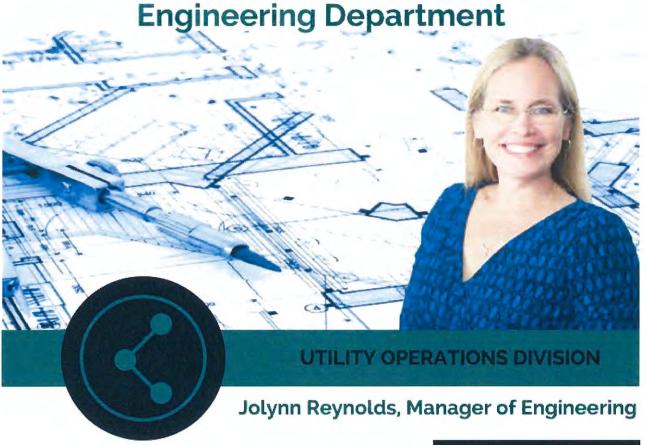
**Utility Operations Division** 



### Responsibilities and Budget Issues

The Utility Operations division is responsible for the operational activities of the organization, including engineering, plant operations and system maintenance. The managers of these departments report directly to the Deputy Executive Director in charge of utility operations. The budgets, goals and indicators for these departments discussed on the following pages.

# DEPARTMENTS Engineering Water Operations Wastewater Operations



### Responsibilities and Budget Issues

The Engineering Department consists of general engineering, contract management, water quality, design, and construction crew. The department's budget supports the development of capital project plans, project inspection, distribution project design and finished water testing, reporting and compliance, and wastewater project design and management. The department is responsible for designing, coordination and implementing the Authority's capital improvement budget, (see the Capital and Debt section) and developing future initiatives to maintain and improve system operations and sustainability. Future efforts wilt be concentrated on system renewal and replacement of aging assets and greenhouse footprint reduction.

DEPARTMENTAL TEAMS

General Engineering

Contract Management

Water Quality

Design

Water Data Management & Loss Division

Construction Crew

For fiscal year 2019

# Engineering Department KEY DEPARTMENT INDICATORS

	Actual 2017	<b>Budgeted 2018</b>	Budget 2019
Key department	indicators		
Number of full time department employees budgeted	41	44	45
New positions not in prior year's budget	1	2	-
Positions budgeted last year that are eliminated	-	1	-
Positions transferred in (out)	1	2	1
Number of construction design projects underway	12	12	14
Number of construction projects underway	10	12	14
Number of general engineering task orders	11	10	12
Number of fixture reviews	444	220	250
Number of plan reviews	61	80	90
Feet of designed distribution	55,890	53,115	42,080
Number of Fire line/hydrant	37	60	60
Number of backflow inspections completed	273	120	225
Number of backflow prevention tests	3,779	6,510	3,000
Number of water quality samples	15,234	15,600	16,800
Feet of distribution pipe installed by in-house crew	27,474	25,000	27,000
Number of meter change outs	1,395	3,125	2,000
Number of meter tests	1,530	3,125	2,000

# DEPARTMENTAL GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Complete wastewater system projects in Monroe County.

Recover lost revenue and reduce lost water to meet industry goals.

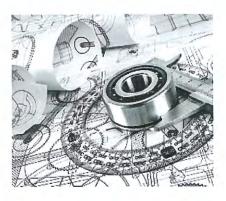
Strengthen wellfield protection program by enforcing existing cooperative agreement with Miami-Dade.

Work with South Florida Water Management District on plans to prevent or mitigate saltwater intrusion.

Engage experts to assist with condition assessment and evaluation of the integrity of the utility system.

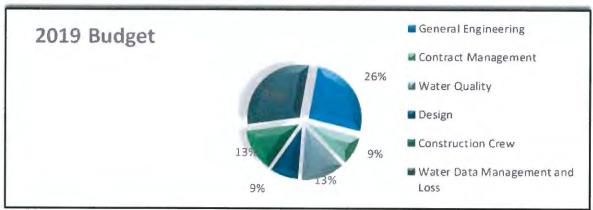
Develop and integrated and dynamic master plan to insure financial stability.



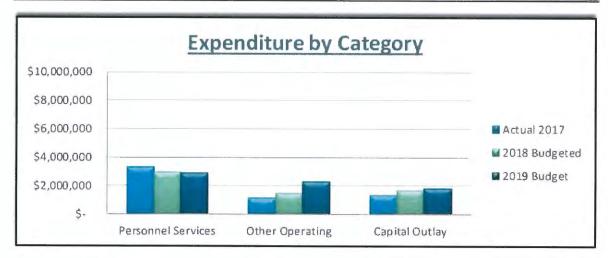


### **Engineering Department Summary (continued)**

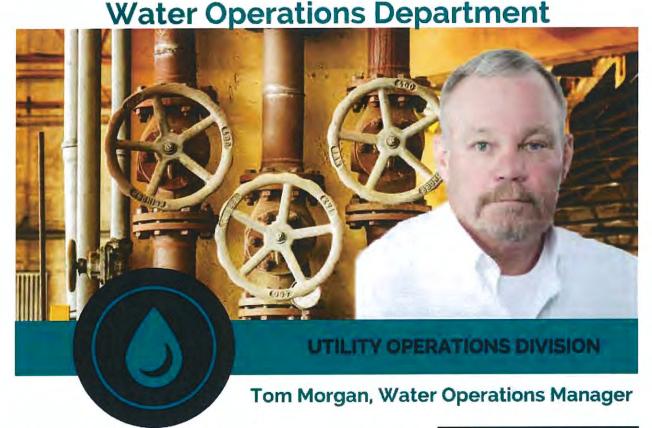
# For fiscal years 2019 **Engineering**



Division	2019 Budget		
General Engineering	\$ 1,845,700		
Contract Management	625,400		
Water Quality	935,800		
Design	601,900		
Construction Crew	932,000		
Water Data Management and Loss	2,104,300		
Total	\$ 7,045,100		



Expenditure	A	ctual 2017	201	8 Budgeted	20	19 Budget
Personnel Services	\$	3,336,120	\$	2,949,200	\$	2,903,300
Other Operating		1,133,304		1,475,700		2,288,200
Capital Outlay		1,342,601		1,679,600		1,853,600
Total	\$	5,812,025	\$	6,104,500	\$	7,045,100



### Responsibilities and Budget Issues

The Operations department is charged with the operations and maintenance of the Authority's transmission, distribution, water treatment and source of supply facilities throughout the system as well as collection and treatment of wastewater. The department's budget provides funding to maintain crews in all parts of the Authority's 130-mile service area. The department is also responsible for the operation and maintenance of two seawater reverse osmosis plants, four wastewater treatment plants, fleet vehicles and heavy equipment. Salaries and benefits are the major driver of the department's budget, along with electricity, chemicals and non-routine maintenance projects.

Area 4 Distribution System Operations (Key Largo/Islamorada)

Area 5 Distribution System Operations (Ocean Reef)

Areas 4 and 5 Transmission System Operations (Key Largo)

Fleet Maintenance

### DEPARTMENTAL TEAMS

Area 1 Distribution System
Operations (Key West)
Area 2 Distribution System
Operations (Lower Keys)
Area 3 Distribution System
Operations (Marathon)
Areas 1, 2 and 3 Transmission
System Operations (Marathon)
J. Robert Dean Water
Treatment Facility (Florida City)

Transmission System Control (Florida City)Middle Keys Emergency Water Supply Treatment Facility (Marathon) Lower Keys Emergency Water Supply Treatment Facility (Stock Island) Electrical and Instrumentation Technical Support

### **Water Operations Department Summary**

For fiscal year 2019

# Water Operations Department KEY DEPARTMENT INDICATORS

	Budgeted				
	Actual 2017	2018	Budget 2019		
Key departme	nt indicators				
Number of full time department employees	118	118	120		
Positions budgeted last year that are eliminated	-	-			
Positions transferred in (out)	(27)	(27)			
Number of vehicles in the department	127	127	110		
Water treated (billions of gallons)	6,454	6,454	6,454		
Transmission line maintained (in feet)	987,360	987,360	987,360		
Distribution lines maintained (in feet)	3,643,200	3,643,200	3,643,200		
Reclaimed water lines maintained (feet)	19,000	19,000	19,000		
Internal support service orders performed	100	100	100		
Line locations performed	10,000	10,000	10,000		
Water quality tests performed	82,050	82,050	82,050		
Total fleet maintained	213	194	201		

# DEPARTMENTAL GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Continue to engage experts to assist with assessment of the integrity of the transmission system.

Continue the implementation of the Authority's new asset management system Cityworks.

Maximize effectiveness of existing RO plant on Stock Island.

Evaluate impact on operations from proposed Capital Improvement Plan (CIP) projects.

Meet and exceed all SDWA regulatory requirements.

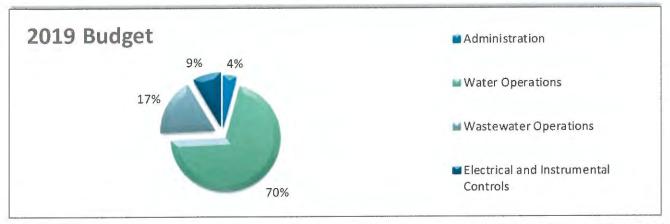




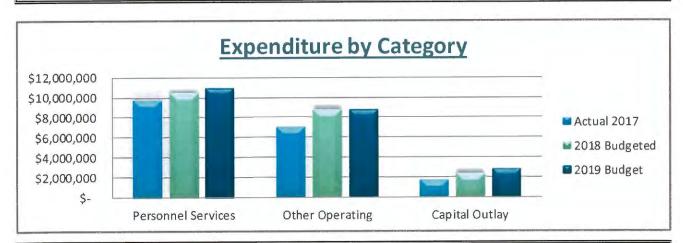
### **Water Operations Department Summary (continued)**

For fiscal years 2019

### **Water Operations**



Division	2019 Budge		
Administration	\$ 1,121,900		
Water Operations	19,054,500		
Wastewater Operations	4,665,300		
Electrical and Instrumental Controls	2,311,600		
Total	\$ 27,153,300		



Expenditure		Actual 2017		18 Budgeted	2019 Budget	
Personnel Services	\$	9,797,824	\$	10,443,400	\$	10,929,200
Other Operating		7,002,607		8,758,400		8,778,500
Capital Outlay		1,764,426		2,335,200		2,780,300
Total	\$	18,564,857	\$	21,537,000	\$	22,488,000

Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 Departmental Information This page is intentionally left blank

### **Wastewater Operations Department**



### Responsibilities and Budget Issues

The Wastewater Operations department's primary objective is to provide safe and effective treatment and conveyance of wastewater, thus enabling The Aqueduct to convert it into an effluent that can be safely redistributed or returned to the water cycle with minimal impact on the environment. The budget supports the operation and maintenance of wastewater treatment facilities and collection systems along with training, licensing and salaries for staff.

### DEPARTMENTAL TEAMS

Wastewater Treatment Plant Bay Point
Bay Point Collection
Big Coppitt Wastewater
Treatment
Big Coppitt Collection
Key Haven Wastewater
Treatment
Key Haven Collection

Cudjoe Regional Wastewater Treatment Cudjoe Regional Collection Navy Wastewater Systems (Collection and Treatment) Wastewater Treatment Plant - Duck Key Wastewater Operations and Maintenance Duck Key Collection Wastewater Treatment Plant - Layton Layton Collection

For fiscal year 2019

# Wastewater Operations Department KEY DEPARTMENT INDICATORS

		Budgeted			
	Actual 2017	2018	Budget 2019		
Key department	nt indicators				
Number of full time department employees	23	26	32		
Positions budgeted last year that are eliminated	-	· ·	4		
Positions transferred in (out)	-	+	5		
Number of vehicles in the department	21	21	24		
Wastewater treatment plants operated	7	7	7		
Reclaimed water pump stations operated	2	2	2		

# DEPARTMENTAL GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Continue to allocate staff resources to implement Monroe County wastewater systems.

Continue to progress with the contractually proposed wastewater repairs and upgrades for all Navy facilities.

Continue to grow the Wastewater Department in a measured and responsible fashion that meets the needs of our customers while also benefitting the organization.

Maintain numbers below FDEP mandated parameters at all wastewater facilities.

Complete the transition to ezDMR reporting for all wastewater facilities.

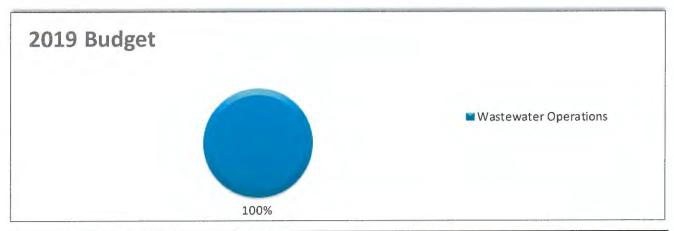




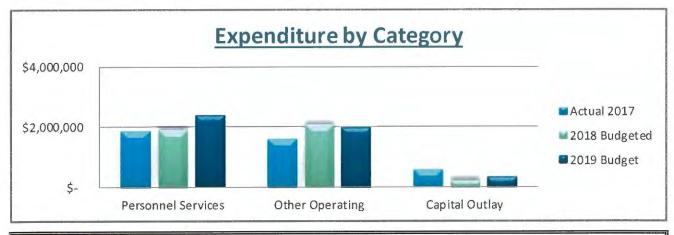
### **Wastewater Operations Department Summary (continued)**

For fiscal years 2019

### **Wastewater Operations**



Division	2019 Budget
Wastewater Operations	4,665,300
Total	\$ 4,665,300



Expenditure	A	ctual 2017	201	8 Budgeted	20	19 Budget
Personnel Services	\$	1,863,667	\$	1,898,700	\$	2,373,300
Other Operating		1,598,339		2,063,700		1,968,800
Capital Outlay		583,619		210,300		323,200
Total	\$	4,045,625	\$	4,172,700	\$	4,665,300

Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 Departmental Information This page is intentionally left blank

### Florida Keys Aqueduct Authority's Budget and Financial Plan 2019 Departmental Information

### **Position and Fleet**

- AN	P4 1		20.00	-
		years		
	119.004	1000		

Positions	Executive	Finance	Human Resources	Customer Service	Information Technology	Engineering	Wastewater Operations	Water Operations	Total
Budgeted positions in 2017	8	29	4	39	26	41	26	101	274
New positions				~					
Engineer						1			1
WW Maintnenace Mechanic C								3	3
Leak Control Tech B						1			1
Application Support Specalist					1				1
Meter Technician & Billing Analyst		1							
Asset management system manager								1	1
Transferred positions									
Advanced Metering Specialist					(1)				
GIS Tech Support Specialist					(1)	1			
Technical Services Group					(14)	1		14	1
Eliminated positions									-
Assistant Manager of Engineering									
Manager of Customer Service				(1)		(1)			(2)
Customer Service Representative				(1)					(1)
Field Representatives				(2)					(2)
Budgeted positions in 2018	8	30	4	35	11	44	26	119	277
New positions									
Field Representative				1					1
Distribution System Operator								2	2
Wasewater Maintenance Mechanic							5		5
Field Office Clerical Assistant							1		1
Contract Field Representative						1			1
Journeyman Electrician								1	1
Transferred positions									-
GIS Coordinator						1		(1)	-
Eliminated positions									-
Advanced Metering Specialist						(1)			(1)
Water Treatment Plant Manager								(1)	(1)
Budgeted positions in 2019	8	30	4	36	11	45	32	120	286

	Committee	Finance	Human	Customer Service	Information Technology	Engineering	Wastewater Operation	Water Operations	Total
Fleet	Executive	Finance	Resources				Operation		
Budgeted vehicles in 2017	3	2		21	18	38		110	192
Added vehicles									
Bucket Truck								1	1
Dump truck								1	1
Eliminated vehicles									-
None									-
Transferred vehicles									-
GIS Tech Support Specialist					(1)	1			-
Electrical vehicles					(15)			15	-
Budgeted vehicles in 2018	3	2	-	21	2	39	-	127	194
Added vehicles									
Truck with crane							2	2	4
Bridge truck								1	1
Electrical van								1	1
Inspector SUV						1			1
Eliminated vehicles									
None									
Transferred vehicles									
Wastewater							21	(21)	
Budgeted vehicles in 2019	3	2	-	21	2	40	23	110	201

### **BUDGETED POSITIONS BY DEPARTMENT**

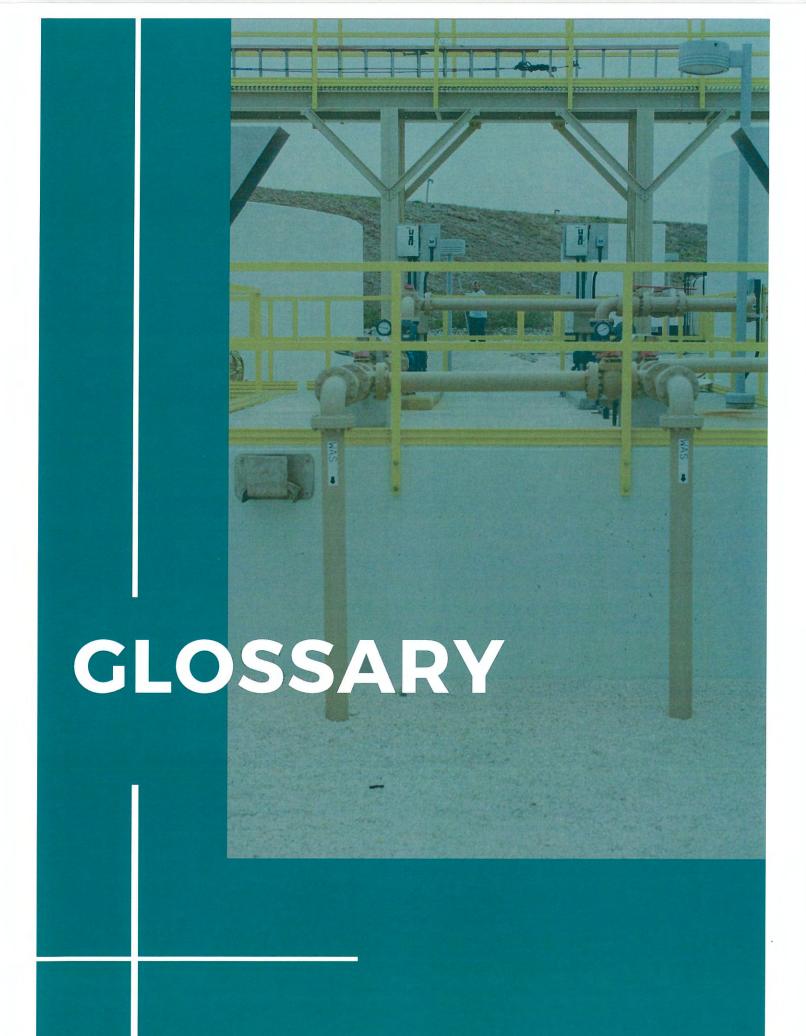


### **BUDGETED VEHICLES BY DEPARTMENT**



### **Operating Expenditure By Functional Unit**

			For fiscal y	years 2019	
			Capitalized		Change from
	Cost center	Total department	salaries and	Total operating	previous year
	budgets	budget	outlay	budget	budget
Executive Division					
Executive Office	\$ 1,403,700		\$ ~		
Public Information	415,200		(160,000)		
Totals		1,818,900	(160,000)	1,658,900	1.6%
Finance Department					
Finance	2,199,400		-		
Billing	906,200		-		
Purchasing and Inventory	459,200		-		
Records	246,300				
Totals		3,811,100	-	3,811,100	-1.9%
Human Resources Department					
Human Resources	6,043,300		-		
Totals		6,043,300	-	6,043,300	3.4%
Customer Service Department					
Customer Service	1,306,300		-		
Field Services	1,399,800		•		
Totals		2,706,100	-	2,706,100	8.8%
Information Technology Departme	<u>nt</u>				
Information Technology	3,546,900		(71,000)		
Totals		3,546,900	(71,000)	3,475,900	19.3%
<b>Engineering Department</b>					
General Engineering	1,845,700		(207,300)		
Contract Management	625,400		(382,800)		
Water Quality	935,800				
Design	601,900		(137,000)		
Construction Crew	932,000		(506,500)		
Water Data Management and Loss	2,104,300		(620,000)		
Totals		7,045,100	(1,853,600)	5,191,500	17.3%
Operations Department					
Operations Administration	1,121,900		-		
Water Operations	19,054,500		(2,780,300)		
Wastewater Operations	4,665,300		(323,200)		
Electrical and Instrumental Controls	2,311,600		(25,600)		
Totals		27,153,300	(3,129,100)	24,024,200	12.2%
Grand Totals		\$ 52,124,700	\$ (5,213,700)	46,911,000	<u>5.82</u> %
				125	Page



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### **Glossary fo Terms and Acronyms**

For fiscal years 2019

<u>Accrual Basis of Accounting</u> - The recording of expenses or charges incurred but not paid and revenue earned but not received within the same period. This method is intended to match revenue and expenses independent of the dates on which settlements of such items are made.

Amortization - The spreading of costs over time, usually the life of an intangible asset or the term of a debt.

<u>Annual Water Rate Index</u> - The formula by which the Authority annually adjusts the base facility charge and the consumption charge to reflect inflationary increases in the cost of providing services.

<u>Assessment</u> – A charge or special assessment (sometimes characterized as a non-ad valorem assessment) imposed by the Authority to fund the capital cost of utility improvements or the operating cost of related services.

<u>Authority</u> – Represents the Florida Keys Aqueduct Authority, unless a different intent clearly appears from the context.

<u>AWWA</u> - The American Water Works Association, an international water association of which the Authority is a member.

Balanced Budget - A budget with revenues equal to expenditures.

Biscayne Aquifer – An underground aquifer that serves as the Authority's primary water source.

**Bond** - An interest-bearing certificate of debt; a written contract by the issuer to pay to the lender a fixed principal amount on a stated future date, and a series of interest payments (usually semiannually) during its life.

<u>Capital Asset</u> – An asset having a useful life of more than one year, and costing \$1,500 or more which includes additions, improvements, or replacements to buildings, facilities, land, and structures.

<u>Capital Budget</u> - The portion of the Budget devoted to the construction of new utility plant (additions, improvements, and replacements) and expenditures for the purchase or acquisition of existing utility plant facilities and capital assets.

<u>Consumptive Use Permit</u> – A permit issued by the South Florida Water Management District that regulates the amount of water that can be withdrawn from its water source.

<u>Collection System</u> – A system of pipes, manholes, pumps, etc. that collects wastewater and delivers it to a treatment plant.

**Debt Service** – The amounts necessary to pay principal, interest and other financing fees.

<u>Depreciation</u> - The specific allocation of the cost of a fixed asset due to usage or the passage of time. Depreciation is a non-cash expense and is not a budgeted expenditure. However, it must be considered in rate development to assure that the rates are sufficient to recover the cost of the asset.

<u>DERM</u> – Miami-Dade County Department of Environmental Resource Management, an agency that contracts with the Authority to monitor its wellfield for contaminates.

### Glossary fo Terms and Acronyms (continued)

For fiscal years 2019

<u>Enterprise Fund</u> – A fund used to account for the business activities of a government. The Authority's utility activities are accounted for in a single enterprise fund.

Expense – A use of financial resources to acquire goods or services consumed in a single year's current operation.

<u>Fiscal Year</u> – A 12-month period that determines the time frame for the financial budget. At the end of the fiscal year, the financial position and results of operations are determined. The Authority's fiscal year runs from October 1 through September 30.

FKAA or the Authority - Florida Keys Aqueduct Authority

<u>Fleet</u> – Any vehicle that requires a license for operation on a public highway, such as automobiles, trucks, vans, tractors, etc. Fleet does not refer to heavy equipment.

<u>FSAWWA</u>-The Florida section of the American Water Works Association, a state water association of which the Authority is a member

GAAP - Generally Accepted Accounting Principles

GFOA - Government Finance Officers Association

GIS - Geographic information system

**MGD** or mgd – Million gallons per day. Term usually used to define capacity of water and wastewater systems and their production.

<u>Operating Expenses</u> – Labor, materials and other expenses incurred for production, transmission and distribution of water, customer service, administrative overhead and other general expenses.

Potable Water - Water that meets all requirements and regulations for human consumption.

PSI-Pounds per square inch.

<u>Reclaimed Water</u> – Wastewater that has been treated and is available to reuse for irrigation or other non-potable purposes.

<u>Revenue Bond</u> – A bond that is payable from the revenue generated from the operation of the Utility. Any other revenue the Board of Directors decides to pledge can also secure a revenue bond.

Reverse Osmosis – A process through which chlorides are removed from ground water or sea water.

<u>Service Area</u> – The area within which water and wastewater service is provided. The Authority's service area includes that section of Monroe County, Florida located in the Florida Keys.

SDWA - Federal Safe Drinking Water Act

<u>SFWMD</u>—The South Florida Water Management District, a water use regulator that issues the Authority's consumptive use permit.

### **Glossary fo Terms and Acronyms (continued)**

For fiscal years 2019

<u>Strategic Planning</u> – The process used to determine the Authority's mission, vision, values, goals, objectives, roles and responsibilities, etc.

<u>Transmission Force Mains</u> – Pipes through with water is forcibly pumped under pressure to deliver it to distribution systems. The transmission line is usually under much higher pressure than a distribution line.

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	TAB:	C	ONSENT:		REGULAR:		
		D	IVISION:	EXECUTIVE			
MEETING DATE:	JUNE 27, 2018	_					
	ublic Hearing for propo hly Fees and Charges.		KAA Rule	es and Regul	ations, Cha <sub>l</sub>	pter	
ITEM BACKGROUND: Staff is proposing a revision to FKAA Rules and Regulations with a 3% water rate increase in fiscal year 2019 for the purpose of funding future capital projects.							
- 48-208.004	Monthly Fees and Ch	arges					
See Summary Do	See Summary Document attached.						
PREVIOUS RELEVANT ACTION BY FKAA BOARD OF DIRECTORS: Board adopted revised FKAA Rules and Regulations to provide 5% increases to the Base Facility Charge and the Consumption Charge for water, effective 10/01/07 and 10/01/08.							
STAFF RECOMMEN	dation (motion): N/A						
SUPPLEMENTAL IN	FORMATION: Summar	y Document Attac	ched			<del></del>	
DOCUMENTATION:	Included:	To-Follow:		Not Req	uired:		
Cost to FKAA: Cost to Others: Total Cost:	\$ \$ 	BUDG  	ETED:	Yes	No [		
DEPARTMENT:		DEPARTMENT D	IRECTOR .	APPROVAL:			
DIVISION DIRECTOR APPROVAL:							
Reviewed by: Interna	al Auditor:	eneral Counsel:	RIF	Executive Dire	ector:	_	
BOARD ACTION:							
Approved: []	Tabled: 🗓 📗	Disapproved: □	Rec	ommendation F	Revised: []		
Comments:							
Date:		Recording Clerk	X:				

### FKAA SUMMARY DOCUMENT

## PROPOSED REVISIONS TO FKAA RULES & REGULATIONS FOR WATER RATES

Proposed Revision Objective and Effect:

### Chapter 48-208.004 Monthly Fees and Charges

Proposed revision provides for a 3% increase to Water Fees and Fire Service Fees in Fiscal Year 2019 for the purpose of funding the upgrades of the Reverse Osmosis facility on Stock Island as well as the design and construction of the new administration building in Key West.

Proposed language is in red and deleted language is shown with strike-through. Sections which address proposed revisions are shown as follows:

### WATER RULES, FEES AND CHARGES CHAPTER 48-208

### 48-208.004 Monthly Fees and Charges

(1) Base Facility Charge (not billed to qualified Senior Citizens/100% Disabled American Veterans)

Meter Size	Monthly <u>Charge</u>	After 10/1/2018
5/8" or 3/4"	\$ 14.40	\$ 15.28
1"	<del>36.01</del>	38.20
11/2"	<del>72.00</del>	76.38
2"	<del>115.20</del>	122.22
3"	<del>215.99</del>	229.14
4"	<del>357.38</del>	379.14
6"	<del>721.33</del>	765.26
8"	<del>-1,151.89</del>	1,222.04

- (c) Consumption Charges.
  - 1. The Consumption Charge for potable purposes or other purposes, except actual firefighting activities, as supplemental consumption to their premise service meter. When consumption on the Fire Protection Service System meter is due to actual firefighting activities, the Customer will be billed based on Block One (1) Consumption Charges.
  - 2. When consumption measured by a dual meter is not related to actual firefighting activities, the customer will be billed a Base Facility Charge and a Consumption Charge based on the Meter size that would have been required to serve the property if it had been served by a single meter as determined by the Authority

### (4) Consumption Charge

The monthly per thousand gallons charge for metered water consumption, billed in 100 gallon increments:

<u>Meter Size</u>		Cons	umption Block	<u>Current</u> <u>Charge</u>	<u>After</u> 10/1/2018
5/8" or 3/4"	1	0 -	6,000 gallons	<del>\$6.05</del> -	\$6.42
	2	6,001 -	12,000 gallons	8.83	9.37
	3	12,001 -	30,000 gallons	<del>9.90</del>	10.50
	4	30,001 -	50,000 gallons	11.05	11.72
	5	ove	er 50,000 gallons	12.13	12.87
1"	1	0 -	15,000 gallons	6.05	6.42
	2	15,001 -	30,000 gallons	<del>8.83</del> -	9.37
	3	30,001 -	75,000 gallons	9.90	10.50
	4	75,001 -	125,000 gallons	11.05	11.72
	5	over	125,000 gallons	12.13	12.87
1½"	1	0 -	30,000 gallons	6.05	6.42
	2	30,001 -	60,000 gallons	8.83	9.37
	3	60,001 -	150,000 gallons	9.90	10.50
	4	150,001 -	250,000 gallons	11.05	11.72
	5	over	250,000 gallons	12.13	12.87
2"	1	0 -	48,000 gallons	6.05	6.42
	2	48,001 -	96,000 gallons	8.83	9.37
	3	96,001 -	240,000 gallons	9.90	10.50
	4	240,001 -	400,000 gallons	11.05	11.72
	5	over	400,000 gallons	12.13	12.87
3"	1	0 -	90,000 gallons	6.05	6.42
	2	90,001 -	180,000 gallons	<del>8.83</del> -	9.37
	3	180,001 -	450,000 gallons	9.90	10.50
	4	450,001 -	750,000 gallons	11.05	11.72
	5	over	750,000 gallons	12.13	12.87

4"	1 0 - 150,000 gallons	6.05	6.42
	2 150,001 - 300,000 gallons	<del>8.83</del>	9.37
	3 300,001 - 750,000 gallons	<del>9.90</del> -	10.50
	4 750,001 - 1,250,000 gallons	<del>11.05</del> -	11.72
	5 over 1,250,000 gallons	12.13	12.87
6"	1 0 - 300,000 gallons	6.05	6.42
	2 300,001 - 600,000 gallons	<del>8.83</del> -	9.37
	3 600,001 - 1,500,000 gallons	<del>9.90</del> -	10.50
	4 1,500,001 - 2,500,000 gallons	<del>11.05</del> -	11.72
	5 over 2,500,000 gallons	12.13	12.87
8"	1 0 - 480,000 gallons	6.05	6.42
	2 480,001 - 960,000 gallons	8.83	9.37
	3 960,001 - 2,400,000 gallons	<del>9.90</del>	10.50
	4 2,400,001 - 4,000,000 gallons	11.05	11.72
	5 over 4,000,000 gallons	12.13	12.87

### MINUTES OF A WORKSHOP

### OF THE

### **BOARD OF DIRECTORS**

### FLORIDA KEYS AQUEDUCT AUTHORITY

### **HELD ON**

May 22, 2018

### CITY OF KEY COLONY BEACH KEY COLONY BEACH CITY HALL 600 WEST OCEAN DRIVE MARATHON, FLORIDA 33051

### 10:00 A.M.

The following MEMBERS were present:

J. Robert Dean. . . . . . . . . . . . . . Chairman
Richard J. Toppino. . . . . . . . . . . . . . Vice Chairman
David C. Ritz. . . . . . . . . . . Secretary/Treasurer

Antoinette M. Appell. . . . . Member Cara Higgins. . . . . . . . . Member

Kirk C. Zuelch. . . . . . . . . Executive Director

Kerry G. Shelby...... Deputy Executive Director Kent Nelson..... Deputy Executive Director

Robert T. Feldman . . . . . . General Counsel

A LIST OF ATTENDANCE IS RETAINED WITH THE PERMANENT RECORD OF THIS MEETING.

### **BUDGET WORKSHOP**

Chairman Dean called the Meeting to order at 10:00 a.m.

Mr. Zuelch opened the Workshop by thanking Key Colony Beach for allowing us to use their City Hall. Mr. Zuelch added that the Workshop has been scheduled to discuss the 2019/2020 Budget and five-year Capital Improvement Plan and advised that three (3) Public Hearings are required prior to Budget approval.

Mr. Shelby presented an outline of the proposed 2019 Budget which highlighted operating revenue and expenditures, sources and uses of funds, and the five-year Capital Improvement Plan.

Chairman Dean inquired if shoring of the Key West Administration Building had been considered. Mr. Nelson advised yes, adding that we will have the cost and design for the temporary shoring soon.

Mr. Toppino inquired if a plan is in place for staff to return to work if the Key West Administration Building was threatened by a Hurricane. Mr. Nelson advised that the Authority's Emergency Response Plan was recently updated and a copy will be given to the Board at the next meeting. Mr. Zuelch advised that employees staffed at the Key West Administration Building will be relocated to the Stock Island R.O. facility or the Key West Pump Station until the main office has been inspected by Engineers and given an all clear.

Mr. Shelby updated the Board on the process of migrating several of the Authority's applications to Cloud Based Solutions explaining this will give staff easy access from anywhere. Mrs. Higgins inquired if internet access was required. Mr. Shelby said that is correct, and with our system spread out over many miles that should not be a problem.

Mr. Zuelch explained that with no rate increase is scheduled for 2019 but there will need to be an increase in the future with several large projects ahead of us. Chairman Dean inquired if rate increases can be spread out over the years. Mr. Zuelch said that's correct. Chairman Dean asked when the last rate increase occurred. Mr. Zuelch advised approximately 10 years ago. Mrs. Higgins asked if would be possible to raise rates starting this year. Mr. Ritz inquired as to when the CPI goes into effect. Mr. Zuelch advised October 1. Mr. Zuelch added that prior to raising rates, we must have three (3) public hearings where the public can give their input.

Chairman Dean commented that the Transmission Line, R.O. Plant and The Key West Administration Building are the top three areas of concern. Mr. Nelson advised that staff is looking at acquiring some outside funding including four (4) grant programs that could assist on funding these larger projects.

Mr. Zuelch in conclusion stated, that the Authority has service infrastructure issues that must be addressed in order to continue to provide quality water to our customers. The Board concurred with staff to present a proposal for a rate increase at the next meeting.

### **ADJOURNMENT**

A copy of the Budget Workshop Presentation may be found with the permanent record.

With there being no further discussion, the meeting was adjourned at 11:17 p.m.

\*\*\*\*\*\*\*\*\*\*\*\*\*

FLORIDA KEYS AQUEDUCT AUTHORITY

Attest:	J. Robert Dean, Chairman
David C. Ritz, Secretary/Treasurer	

FKAA Board Minutes May 22, 2018 Page 4

### **ATTENDANCE**

### **BOARD MEMBERS**

J. Robert Dean Richard J. Toppino David C. Ritz Antoinette M. Appell Cara Higgins

### FKAA STAFF

Kirk C. Zuelch Kerry G. Shelby Kent Nelson Robert T. Feldman Julie Cheon Maghan Barber Pam Albury Jerry Jarrett

### MINUTES OF REGULAR MEETING

### **OF THE**

### **BOARD OF DIRECTORS**

### FLORIDA KEYS AQUEDUCT AUTHORITY

### **HELD ON**

MAY 23, 2018

# FLORIDA KEYS ELECTRIC COOPERATIVE, INC. BOARD ROOM 91630 OVERSEAS HIGHWAY TAVERNIER, FLORIDA 33070

10:30 A.M.

The following MEMBERS were present:

Kirk C. Zuelch . . . . . . . . . . . . . . . . . Executive Director

Kerry G. Shelby...... Deputy Executive Director Kent Nelson..... Deputy Executive Director

Robert T. Feldman. . . . . . . General Counsel

A LIST OF ATTENDANCE IS RETAINED WITH THE PERMANENT RECORD OF THIS MEETING.

### REGULAR MEETING

Chairman Dean called the Regular Meeting to order at 10:31 a.m.

Pam Albury presented the invocation and Chairman Dean led the Pledge of Allegiance.

### **EMPLOYEE AWARDS**

### **Employee of the Quarter**

Ryan Arnette – Distribution System Operator A, Operations Division, Upper Keys, 12 Years of Service

### APPROVAL OF MINUTES

On motion of Mrs. Appell, seconded by Mrs. Higgins, the Board unanimously approved the Minutes of an CIP Workshop held on April 18, 2018 and the Minutes of a Board Meeting held on April 25, 2018 as presented.

### **APPROVAL OF AGENDA**

On motion of Mrs. Higgins, seconded by Mr. Toppino, the Board unanimously approved the Agenda as presented.

### CONSENT AGENDA WATER/WASTEWATER

On motion of Mr. Ritz, seconded by Mrs. Appell, the Board unanimously approved the following items by Consent:

- 1. OOC 01 Approval of payment to Allen, Norton & Blue, P.A. for April 2018 (\$85.50)
- 2. DUO-01 Approval to purchase four blower enclosures for the Big Coppitt Wastewater Treatment Plant (\$45,300.00)
- 3. DUO-02 Approval of a three-year contract renewal for Flowers Chemical Laboratories (\$137,500.00)

### **REGULAR AGENDA ITEMS**

### EXECUTIVE DEPARTMENT

### **EO-01. EXECUTIVE DIRECTOR'S REPORT**

The Board accepted the Executive Director's Report with additional comments as presented.

### **Drop Saver Poster Contest Winners**

Mr. Zuelch introduced the Division 4 and 5 winners of the Drop Savers Poster Contest.

Monroe County Division Winners in attendance are as follows:

**Angelina Bello:** Division 4- 3<sup>rd</sup> Place (7th Grade)

Teacher: Kirsten Burns, Key Largo School

Makayla Dudley: Division 4- Runner Up (7th Grade)

Teacher: Kirsten Burns, Key Largo School

Mackenzie Emrich: Division 5- County & State Winner (11th Grade)

Teacher: Carmen Kelley, Coral Shores High School

### Florida Power and Light (FPL)Turkey Point Update

Mr. Zuelch introduced Mr. Lee Hefty from the Division of Environmental Resources Management (DERM) who updated the Board on the Consent Agreement and Florida Power and Light's (FPL) request for an extension.

Mr. Hefty explained that the cooling canals have been in operation for nearly 40 years and have not worked. Mr. Hefty advised that just this month FPL has completed installation of the extraction well system located along the western boundary of the cooling canal system. Mr. Hefty added that approximately 2 weeks ago FPL had converted completely to this extraction well system. This system is planned to retract and contain the hypersaline plume that is emanating from the cooling canal system.

Mr. Ritz inquired how long it would be before we know if the new well system is working. Mr. Hefty advised by the end of the first year we should know more.

Mr. Hefty explained that the county is working hard to motivate the South Florida Water Management District to implement the S20 OPS and suggested that it would be a good message if the Florida Keys Aqueduct Authority (FKAA) Board would let the District know that FKAA would be interested in implementing as well. Mr. Ritz asked Mr. Zuelch if this could be done. Mr. Zuelch stated staff would prepare a letter in support.

Mr. Ritz expressed his concern on the extension that FPL is requesting, due to the absence of evidence that any of the efforts in place are actually working. Mr. Hefty explained

that by enforcing FPL to comply with the existing Code and the Consent Orders keeps the pressure on them.

Mr. Zuelch advised the Board that staff would attend and give a presentation at the Nuclear Regulatory Commission Public Hearing in Homestead, Florida on May 31, 2018. Mr. Zuelch added that staff has been in contact with Kirk Martin to discuss ACI Modeling and will ask the Board to consider funding at the next meeting.

# **OFFICE OF COUNSEL**

OOC-01. APPROVAL OF RESOLUTION #18-05, OF THE FLORIDA KEYS AQUEDUCT AUTHORITY, ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN COSTS INCURRED RELATING TO WATER PROJECTS FROM PROCEEDS OF A FUTURE TAX-EXEMPT FINANCING; AUTHORIZING THE DEPUTY EXECUTIVE DIRECTOR AS THE AUTHORITY'S COMPLIANCE OFFICER FOR PURPOSES OF PREPARING POLICIES AND PROCEDURES FOR POST ISSUANCE COMPLIANCE WITH THE INTERNAL REVENUE CODE, AS AMENDED; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

On recommendation of Mr. Feldman and motion of Mrs. Appell, seconded by Mr. Toppino, the Board approved Resolution #18-05 of the Florida Keys Aqueduct Authority, establishing its intent to reimburse certain costs incurred relating to water projects from proceeds of a future tax-exempt financing; authorizing the Deputy Executive Director as the Authority's Compliance Officer for purposes of preparing policies and procedures for post issuance compliance with the internal revenue code, as amended; providing certain other matters in connection therewith; and providing an effective date.

# **DIVISION OF ADMINISTRATION**

# DOA-01. SUMMARY OF FINANCIAL INFORMATION OCTOBER 2017 THROUGH APRIL 2018

Mr. Shelby reported on financials through April 30, 2018, stating that we are at the half-way mark of our fiscal year and capital expenditures to date are just over \$5 million. Mr. Shelby added that the unencumbered cash position remains stable with approximately \$8.8 million available.

# <u>DOA-02. SUMMARY OF CONTRACTUAL COMMITMENTS</u> THROUGH APRIL 30, 2018

Mr. Shelby reported that contractual commitments total approximately \$13,000,000.00 of which the Authority is responsible for approximately \$6,800,000.00.

# DOA-03. APPROVAL OF A BUDGET AMENDMENT FOR DIRECT EMERGENCY REPAIR EXPENSES OF DAMAGE SUSTAINED DURING HURRICANE IRMA AND THE REPLACEMENT OF A 40-TON AC CHILLER FOR THE J. ROBERT DEAN TREATMENT FACILITY (\$2,700,000.00)

On recommendation of Mr. Shelby and motion of Mrs. Higgins, seconded by Mr. Toppino, the Board approved a Budget Amendment for direct emergency repair expenses of damage sustained during Hurricane Irma and the replacement of a 40-ton AC Chiller for the J. Robert Dean Treatment Facility in the amount of \$2,700,000.00.

# **DIVISION OF UTILITY OPERATIONS**

# <u>DUO-01. REVIEW OF THE STRUCTURAL STATUS OF THE EXISTING KEY WEST ADMINISTRATION BUILDING, AND APPROVAL OF A SITE SELECTION FOR THE NEW KEY WEST ADMINISTRATION BUILDING</u>

Mr. Nelson advised the Board that the first item for consideration is a review of the structural status of the existing Key West Administration Building and consideration to approve a site selection for the Key West Administration Building. Mr. Nelson introduced Thomas E. Pope, PA and his team who gave a presentation. A copy of the presentation is attached and made part of the record.

Presentation highlights included:

- 1. Results of the second structural engineering assessment of the existing Key West Administration building, finding that the facility is damaged and needs to be replaced.
- 2. Three options developed by our architect, Thomas E. Pope PA, with respect to the most viable sites for a new Key West Administration Building. The advantages, disadvantages and approximate project costs are listed for each option.

The Board unanimously voted and approved option two as the site selection.

# **DUO-02. STATUS REPORT WASTEWATER PROJECTS**

Mr. Nelson presented an update on wastewater projects as follows:

- Key Haven: 75% project completion
- Big Coppitt / Bay Point / Duck Key: 100% completion with ongoing connection installation
- Layton / Long Key: 98% project completion with ongoing connection installation
- Cudjoe Regional: 95% project completion with continued ongoing connections and grinder station installation

# DUO-03. APPROVAL OF CONTRACT WITH BLACK & VEATCH CORPORATION TO PREPARE A PLANNING LEVEL COST ESTIMATE FOR THREE (3)

# ALTERNATIVES FOR PROJECT #1150-17 STOCK ISLAND REVERSE OSMOSIS UPGRADES (\$45,726.00)

Board requested review of existing facility and for staff to bring back revised estimate to next meeting.

# DUO-04. APPROVAL OF THE AWARD OF IFB-0007-18 TO FERGUSON WATERWORKS FOR THE PURCHASE OF PIPE FOR WATER CONSTRUCTION ACTIVITIES RELATED TO THE COLLEGE ROAD, STOCK ISLAND PROJECT #2328-17 BY THE FLORIDA KEYS AQUEDUCT AUTHORITY CONSTRUCTION CREW (NOT TO EXCEED \$174,000.00)

On recommendation of Mr. Nelson and motion of Mr. Ritz, seconded by Mrs. Appell, the Board approved to award IFB-0007-18 to Ferguson Waterworks for the purchase of pipe for water construction activities related to the College Road, Stock Island Project #2328-17 by the Florida Keys Aqueduct Authority Construction Crew not to exceed \$174,000.00.

# DUO-05. APPROVAL TO AWARD IFB-0008-18 TO TRUE HAUL, LLC FOR THE PURCHASE OF DOT CRUSHED ROCK AND PEAROCK #89 (NOT TO EXCEED \$266,000.00) AND MONROE CONCRETE FOR THE PURCHASE OF FLOWABLE FILL (NOT TO EXCEED \$187,000.00) FOR WATER CONSTRUCTION ACTIVITIES RELATED TO THE COLLEGE ROAD, STOCK ISLAND-PROJECT #2328-17

On recommendation of Mr. Nelson and motion of Mrs. Higgins, seconded by Mr. Ritz, the Board approved to award IFB-0008-18 to True Haul, LLC for the purchase of DOT Crushed Rock and Pearock #89 not to exceed \$266,000.00 and Monroe Concrete for the purchase of Flowable Fill not to exceed \$187,000.00 for water construction activities related to the College Road, Stock Island- Project #2328-17.

Mr. Toppino declared a conflict of interest and abstained from the vote on Item DUO-05.

# DUO-06. APPROVAL TO AWARD THE TRUMBO POINT TANK AND PUMP STATION REPLACEMENT, PROJECT #8034-17, TO CHARLEY TOPPINO AND SONS, INC. (\$2,186,500.00)

On recommendation of Mr. Nelson and motion of Mrs. Appell, seconded by Mrs. Higgins, the Board approved to award the Trumbo Point Tank and Pump Station Replacement, Project #8034-17, to Charley Toppino and Sons, Inc. \$2,186,500.00.

Mr. Toppino declared a conflict of interest and abstained from the vote on Item DUO-06.

# <u>DUO-07. APPROVAL FOR SERVICES FROM JONES EDMUNDS & ASSOCIATES TO</u> <u>DIGITIZE AS-BUILTS AND PERFORM COGSDALE GIS INTERGRATION</u> (\$122,200.00)

FKAA Board Minutes May 23, 2018 Page 7

On recommendation of Mr. Nelson and motion of Mrs. Appell, seconded by Mrs. Higgins, the Board approved services from Jones Edmunds & Associates to digitize as-builts and perform Cogsdale GIS integration in the amount of \$122,200.00.

# **BOARD OF DIRECTORS**

# **BOD-01. BOARD OF DIRECTORS DISCUSSION**

Chairman Dean allowed time for a member of the public to address the Board.

Mr. Donald Sarley introduced himself to the Board adding that he has a Power of Attorney for the owner of the Wastewater facility located at the Manatee Bay Club on Cross Key and is hopeful to work with the Authority in the future as plans proceed to provide Wastewater services to Cross Key.

# **ADJOURNMENT**

	With there being no further business, the meeting was adjourned at 1:00 p.m.
	**********
	FLORIDA KEYS AQUEDUCT AUTHORITY
Attest:	By:
David	C. Ritz, Secretary/Treasurer

# **ATTENDANCE**

# **BOARD MEMBERS**

J. Robert Dean Richard J. Toppino David C. Ritz Antoinette M. Appell Cara Higgins

# FKAA STAFF

Kirk C. Zuelch Kerry G. Shelby Kent Nelson Robert T. Feldman Jim Lewanski Ryan Arnette Julie Cheon Pam Albury Jerry Jarrett Maghan Barber

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	000-01	TAB: _	1	CONSENT:	X	REGULAR: [	
				DIVISION:	OFFICE OF (	COUNSEL	
MEETING DATE:	June 27, 2018						
AGENDA TITLE: of \$662.80.	Consideration to A	pprove Payn	nent to Allen,	Norton & Blue	e, P.A. for May	2018 in the amo	ount
ITEM BACKGROUI Union Contract issue		& Blue, P./	A. handles all	l outside legal	matters relative	e to personnel a	and
PREVIOUS RELEV	ANT ACTION BY I	FKAA BOAF	RD OF DIREC	TORS:			•
STAFF RECOMME Aqueduct Authority I							eys
SUPPLEMENTAL II	NFORMATION:	The Land Annual Control of the Contr					
DOCUMENTATION	Included:		To-Follow:		Not Re	quired:	
Cost to FKAA: Cost to Others:	\$ \$	662.80	B	UDGETED:	Yes	No [	
Total Cost:	\$	662.80					
DEPARTMENT:			DEPARTME	NT DIRECTOR	R APPROVAL:		
DIVISION DIRECTO	OR APPROVAL:_	Roli	+T)	del			
Reviewed by: Inter	nal Auditor:	Gene	eral Counsel:	RIF	Executive Di	rector:	7
BOARD ACTION:							
Approved:	Tabled: 🗆	Dis	approved: 🗀	Re	commendation	Revised: 🗆	
Comments:							
Date:			Recording	Clerk:			

# **ALLEN, NORTON & BLUE, P.A.**

121 Majorca Avenue Coral Gables, FL 33134-4599 (305) 445-7801 Fax (305) 442-1578 Tax I.D. #59-1287650

June 18, 2018

Florida Keys Aqueduct Authority Attn: Deanna Esquinaldo

Attn: Deanna Esquinaldo Executive Department

email: DEsquinaldo@FKAA.com

Key West, FL 33040

**General Matters** 

0307 00000 WLH

Balance forward as of bill dated

05/03/2018

\$90.00

Payments received since last bill

06/04/2018

\$90.00 CR

Net balance forward

\$0.00

# **FOR PROFESSIONAL SERVICES RENDERED**

05/07/18	WLH	Receive and review various CWA grievances; review CBA; conference with Zuelch et al re: same	1.30	hrs	390.00
05/08/18	WLH	Receive and review correspondence re: CWA grievance matters	0.30	hrs	90.00
05/09/18	WLH	Phone conference with Zuelch re: employee matter	0.30	hrs	90.00
05/24/18	WLH	Phone conference with Zuelch et al re: employee matter	0.30	hrs	90.00

TO	TAL	LO	URS:
10	EML	. IIV	UNG.

2.20

**TOTAL FEES:** 

\$660.00

Bill Number 132826

Billed through 05/31/2018

Shareholder, Wayne L. Helsby

2.20 300.00

\$660.00

# **EXPENSES**

05/31/18

**Photocopies** 

\$2.80

Total expenses for this matter

\$2.80

# MATTER BILLING SUMMARY

7	OTAL	FEES
TOTAL	EXPE	NSES

\$660.00 \$2.80

**TOTAL CHARGES FOR THIS BILL** 

\$662.80

PLUS BALANCE FORWARD

\$0.00

**TOTAL BALANCE NOW DUE** 

\$662.80

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# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DUO- <i>01</i>	TAB:	_2	CONSENT:	X	REGULAR:
				DIVISION:	UTILITY OPE	RATIONS
MEETING DATE:	June 27, 2018					
AGENDA TITLE: Of Airgas Specialty Pro estimated amount of	ducts, for one addi					
Anhydrous Ammonia Authority and the cadditional year, at tagree to extend the	a on Bid #FKAA-IF urrent vendor, Air he same cost and	B-0010-17 gas Speci conditions	<ol> <li>In accordance alty Products, s, rather than g</li> </ol>	ce with the spe have the option going out for r	ecifications outli on to renew th new bids. Ther	ned in this bid, the e contract for one
PREVIOUS RELEVA				CTORS: Board	approval 7/26/	17 for Bid # FKAA-
STAFF RECOMMENT Anhydrous Ammonia Treatment Plant in th	a from Airgas Spec	ialty Produ	cts, for one add			
SUPPLEMENTAL I approval of this exte				Supervisor a	nd Airgas Spe	cialty Products, in
DOCUMENTATION:	Included:	X	To-Follow:		Not Red	quired:
Cost to FKAA: Cost to Others: Total Cost:	\$	,040 (est.)	_ B -	UDGETED:	Yes X	No
DEPARTMENT:	Ops	10	DEPARTME	NT DIRECTOR	APPROVAL:	- Ag
DIVISION DIRECTO	OR APPROVAL:_~	JAK.				
Reviewed by: Intere	nal Auditor:	Ge	neral Counsel:	ATP.	Executive Dir	rector:
BOARD ACTION:			***			
Approved: □	Tabled: □	D	isapproved:	Re	commendation	Revised:
Comments:						
Date:		_	Recording	Clerk:		

# **MEMORANDUM**

Date 5/17/18

To: David Jackson, Purchasing Manager

From: William Bastian, WTP Supervisor/Lab Tech. Director

Subject: Renew One-Year Ammonia Contract

William Bastian Digitally signed by William Bastian DN: cn=William Bastian, o=Florida Keys Aqueduct Authority, ou, emait=wbastian@fixaa.com, c=US Date: 2018.05.17 10:33:35 -04'00'

I am happy to renew for another year with Airgas for the supply of ammonia at the WTP.



Airgas Specialty Products, Inc. 2530 Sever Road, Suite 300 Lawrenceville, GA 30043 (800) 295-2225 Fax: (770) 717-2222 www.airgasspecialtyproducts.com

May 17, 2018

Florida Keys Aqueduct Authority Mary Anne Clothier 35400 SW 192 Ave. Florida City, FL 33034

RE: Renewal of Bid #IFB-FKAA-0010-17

To Whom It May Concern:

Airgas Specialty Products agrees to renew our contract for another year at the current price of \$0.74/lb.

We look forward to continuing our working relationship.

Thanks,

Cynthia Thomas

Manager of Contracts & Pricing

Airgas Specialty Products, Inc.

2530 Sever Road, Suite 300

Lawrenceville, GA 30043

678.985.7332

eFax:877.342.3998

cynthia.thomas@airgas.com cynthia.thomas@airgas.com

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DUO- 05	CONSENT:	RI	EGULAR: X			
MEETING DATE:	G DATE: July 26, 2017 DIVISION: UTILITY OPERA						
<b>AGENDA TITLE:</b> Consideration of approval to award Bid #IFB-FKAA-0010-17 to Airgas Specialty Products for a 1-Year Contract - Anhydrous Ammonia for use at the J. Robert Dean WTP at a cost of \$0.74 per pound for a total amount of \$71,040.							
advertised, posted Anhydrous Ammoni one bid was receive	on the FKAA website, and a to produce chloramines for ed by Airoas Specialty Prod	0010-17, Anhydrous Ammoni I forwarded to suppliers capal or disinfection at the J. Robert ucts. Staff has reviewed the b st responsive, responsible bid	ble of providing the Dean WTP. On Jur id documents subn	e Authority with ne 9, 2017, only nitted and found			
PREVIOUS RELEV	ANT ACTION BY FKAA BO	DARD OF DIRECTORS: N/A					
Bid #IFB-0010-17 to	Airgas Specialty Products 1	f recommends that the Board of for a 1-year Contract - Anhydro for a total amount of \$71,040.	Directors approve us Ammonia for use	the award of e at the J.			
SUPPLEMENTAL INFORMATION: Staff has reviewed the bid documents and qualifications of the only and lowest responsive, responsible bidder, Airgas Specialty Products, at the cost of \$0.74 per pound. The previous 1-year cost per pound was \$0.75 with Tanner Industries. It is estimated that 96,000 pounds of ammonia will be utilized over the next 12 months at the J. Robert Dean WTP							
DOCUMENTATION	: Included:	To-Follow:	Not Requi	red:			
Cost to FKAA: Cost to Others: Total Cost:	\$ 71,040 (est		Yes X	No			
DEPARTMENT:	Engineering	DEPARTMENT DIRECTO	R APPROVAL:	J.CR.			
DIVISION DIRECT	OR APPROVAL:		There is a second of the secon				
Reviewed by: Internal Auditor: General Counsel: Executive Director:							
BOARD ACTION:							
Approved:	Tabled:	Disapproved: □ R	ecommendation Re	evised: 🗆			
Comments:			10	^			
Date: 7/2	6/2017	Recording Olerk:	inet C	sley			

# FLORIDA KEYS AQUEDUCT AUTHORITY INVITATION TO BID: COMMODITIES/SERVICES (BIDDERS ACKNOWLEDGMENT)

MAIL BIDS TO:

FLORIDA KEYS AQUEDUCT AUTHORITY
7000 Front St. (Stock Island)
KEY WEST, FLORIDA 33040 (There is no USPS delivery to this address, UPS and FedEx only.)

Page 1 of 4 (305) 296-2454	PROJECT#	FILE#	BID #-FKAA-IFB-0010-17
BIDS WILL BE OPENED: June 8th, 2017 at 4:00pm 7000 Front St. Key West, FL 33040 (Stock Is			e of Anhydrous Ammonia for the J.R. Dean Water da City, FL 33034, 1-year Contract.
and may not be withdrawn within days after such date and time.			
Delivery Date Will Be 2-3 Days After Receipt	of Purchase Order		
NAME OF VENDOR A 10965 Specialty		ILING DATE:	6-2-17
MAILING ADDRESS 2530 Sever Rd	Ste300		
CITY-STATE-ZIP Lawrencevilly, GA 3	30043 CEI		HIER'S CHECK IS ATTACHED. IN THE AMOUNT OF S
TELEPHONE NUMBER: BOO-AMMONIA	A FAX	X NUMBER:	77-342-3998
I certify that this bid is made without prior understand connection with any corporation, firm, or person submitting materials, supplies, or equipment and is in all respects fair are or fraud. I agree to abide by all conditions of this bid are authorized to sign this bid for the bidder and that the bidd with all requirements of the Invitation to Bid, including certification requirements.	a bid for the same and without collusion and certify that I am der is in compliance	horized Signature horized Signature	omes Mar of Contracts
GENERAL CONDITIONS BIDDER: To insure acceptance of the bid follow these in			
SEALED BIDS. This form must be executed and returned bid sheets, as well as all addenda acknowledged. The face contain, in addition to the above address, the date and tim and the bid number. Do not include more than one bid per e subject to the conditions specified herein. Those that do n conditions are subject to rejection.	of the envelope shall ne of the bid opening, envelope. All bids are not comply with these	the bid form. of the Authorit assure his bid opening. Offer PRICES QUO	G: Shall be public, on the date and at the time specified on All bids received after that time shall become the property y and remain unopened. It is the bidder's responsibility to it delivered at the proper time and place of the bid is by facsimile, telegram or telephone are not acceptable.  TED: Deduct trade discounts and quote firm net prices.
<ol> <li>EXECUTION OF BID: All bids must contain a ma authorized representative in the space provided abs formal. The company name must also appear on ea- required.</li> </ol>	ove to be considered	for a period of of a mistake in F.O.B. destina	ise specified, all prices quoted in this bid will remain firm 60 days. Give both unit price and extended total. In case extensions, the unit price will take precedence. All prices sition (unless otherwise specified in special conditions), instons should be typed or printed in ink.
<ol> <li>NO BID: If not submitting a bid, respond by return form, marking it "NO BID", and explain below the rest to quote without sufficient justification shall be car supplier's name from the bid mailing list. NOTE. A respondent, must submit a "NO BID", and same must than the stated bid opening date and hour:</li> </ol>	ason, Repeated failure a) use for removal of a bidder; to qualify as a	TAXES: The Do not included number is some DISCOUN' considered purposes.	ne FKAA does not pay federal excise and state sales taxes, ude these items on invoices. The applicable tax exemption hown on purchase orders.  TS: Cash discounts for prempt payment shall not be in determining the lowest net cost for proposal evaluation.
REASON FOR "NO BID":	d)	delivery so pertaining t bidder's rist govern. CONDITIO any item o (current pro specified. A	S. Bidders are expected to examine the specifications, hedules, bid prices and extensions, and all instructions or supplies and services. Failure to do so will be at the in case of mistake in the extension the unit price will be AND PACKAGING. It is understood and agreed that flered or shipped as a result of this bid shall be new iduction model at the time of this bid), unless otherwise. It containers shall be suitable for storage or shipment, and all include standard commercial packaging.

The Florida Keys Aqueduct Authority wishes to enter into a one year contract for the purchase of Anhydrous Ammonia with the option to renew for one additional year if agreeable to both parties. The Authority will notify the successful bidder no later than (60) days prior to the termination of the original bid date of its desire to extend the bid term for one additional year, if it chooses to do so. The successful bidder will have (48) hours to affirm they will continue the contract at the same unit cost for the addition time period.

Product must meet ANSI/AWWA Standard B305-15 (Revision of ANSI/AWWA B305-06), ANSI/NSF Standard 60, and the Florida Department of Environmental Protection Standards (Chapter 62-555) for additives and chemicals used for treating potable water.

The successful bidder must provide annual on-site training to FKAA personnel that meets the OSHA Process Safety Management and EPA Risk Management Plan requirements.

Percent by weight must meet the following:

C-Grade 99.5% P-Grade 99.995%

Delivery shall be by bulk tank to the Florida Keys Aqueduct Authority, J. Robert Dean Water Treatment Plant, 35400 SW 192 Ave., Florida City.

Delivery will be scheduled by telephone call from Florida Keys Aqueduct Authority personnel to the shipper and shall be between the hours of 9:00AM and 4:00PM, Monday through Friday. Contract shall continue for one year from July 1, 2017 through June 30, 2018.

Weight certification will be required. The driver must have in his possession a weight certificate from a certified weigher before a delivery will be accepted.

Delivery Schedule: Within seven (7) days after receipt of notice to deliver.

Proof of insurance required upon award of bid. (See attached insurance requirements.)

FKAA contact person: All questions should be addressed to David Jackson, Purchasing / Inventory Control Manager in writing via email to <a href="mailto:diackson@fkaa.com">diackson@fkaa.com</a>.

Quantity: Approximately 96,000 lbs. in a one year period.

Price per pound including delivery and total price including delivery.

\$ .74Unit Price per pound

Unit price per pound written out: Seventy - Four Cents

\$ 71040.00Total Price for the I-Year Contract Period

Total Price for 1-year contract, written out: Seventy on e thousand Forty dollars

Note: Prices will be firm for contract period, no escalation clause accepted.

### GENERAL CONDITIONS CONTINUED

4. (Continued)

SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

BIDDER'S CONDITIONS: Any conditions to be made as part of the bid, should be submitted by letter with notes thereof on bid sheet for

consideration.

PAYMENT: The vendor shall be paid upon submission of properly certified invoices at the prices stipulated on the bid, after delivery and acceptance of the goods and/or services, less deductions if any, as provided

5. EQUIVALENTS: Unless otherwise specified, any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not to limit competition. Bid any brand which meets or exceeds the quality of specifications listed for any item. If the hid is based on equivalent products, indicate on the bid form the manufacturer's name and number and indicate any deviation from the specifications as listed. Include fully descriptive literature on item(s). Lacking any written indication of intent to quote an alternate brand or model number, the hid will be considered as a quotation in complete compliance with the specifications listed in the form. The FKAA reserves the right to determine acceptance of item(s) as an approved equivalent.

6. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the vendor's name being removed from the

FKAA vendor list.

7. SAMPLES: Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Request for the return of samples must be submitted by letter with notes thereof on bid sheet. Each individual sample must be labeled with bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be

reason for rejection of the bid.

DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the FKAA. Monday through Friday, excluding holidays. Upon delivery the FKAA has five working days to inspect and approve the goods and services, unless bid specifications or purchase order specify otherwise. Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the FKAA unless loss or damage results from negligence by the FKAA.

INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications should be submitted to the buyer no later than five (5) days prior to the bid opening. Any person who is adversely affected by a decision or intended decision shall be subject to the FKAA's procedures for Bid Protests (48-101.11). In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the FKAA shall be final

and binding on both parties.

I

10 AWARDS: The FKAA reserves the right to accept any Bid or combination of Bid alternates which, in the FKAA's judgement will best serve the FKAA's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. The FKAA reserves the right to reject any one or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the FKAA. Discrepancies in the multiplication of units of work and/or unit prices will be resolved in favor of the unit price.

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Within 60 calendar days after the opening of Proposals, unless otherwise stated in the Supplementary Conditions of the Documents, the FKAA will issue notice that it intends to accept one of the proposals or will award the contract to the lowest Base Bid. Acceptance of the Proposal by the FKAA will be by written Notice of Award, mailed or delivered to the office designated in the Proposal. In the event of the failure of the lowest responsible and responsive bidder to meet the requirements of the Bid, the FKAA may award the Contract to the next lowest responsible and responsive Bidder. Such award, if made by the FKAA will be made within 60 days after the opening of Proposals.

ADVERTISING: In submitting a proposal, bidder agrees not to use the

results there from as a part of any commercial advertising.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of items offered on this bid prior to their delivery, it shall be the responsibility of the vendor to notify the FKAA at once, indicating in his letter the specific regulation which required an alteration. The FKAA reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no further expense to the FKAA.

ASSIGNMENT: Any purchase order issued pursuant to this bid invitation and the monies which may become due are not assignable except with

prior written approval of the FKAA.

CONFLICT OF INTEREST: The award hereunder is subject to Chapter 112, Florida Statutes, wherein it states, in part: "...all bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the FKAA. All bidders must disclose the name of any employee who owns directly or indirectly an interest of 5% or more in the

bidder's firm or any of its branches...

LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which arise between person(s) submitting a bid response hereto an the FKAA, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof. PATENTS & ROYALTIES: The bidder without exception, shall indemnify and save harmless, the FKAA and its employees, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FKAA the bidder uses any design, device, or materials covered by letters, patent or copyright it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder

shall define any warranty service and replacements that will be provided.

18. ELIGIBLE ENTITIES: Paragraph (2) (a). Section 287.133, Florida Statutes provides that "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of (36) months from the date of being placed on the convicted vendor list."

19. LIABILITY: The supplier shall hold and save the FKAA, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's brench of contract of the vendor's negligence.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

### FLORIDA KEYS AQUEDUCT AUTHORITY BID OPENING SUMMARY

Bid number:	FKAA-IFB-0010-17				
Bid description:	Purchase of Ammonia 1-year Con	ract			
Bid opening date:	9-Jun-17				
Time:	4:00 P.M.	_			
	Bidder's Name	Bid sealed	Bid signed	Total Lump Sum Bid Price	Comments
Airgas Specialty P	roducts	/	V	71,040.00	
				Λ	
Department Direct	or or Designee	-			
Purchasing and In	ventory Control Manager/Designee		11	W	
Buyer/Purchasing	Administrator	Meli	nda	Rodrigues	
Internal Auditor		10 m	de	Ggulo	
Time bid opening a	adjourned	4:	05		



J. Robert Dean Chairman District 3

Antoinette M. Appell Vice-Chairman District 4

David C. Ritz Secretary/Treasurer District 5

Cara Higgins District 1

Richard J.Toppino District 2

Kirk C. Zuelch Executive Director

# **MEMORANDUM**

Anthony Rosetti, Asst Manager of Production and Transmission

TO:

June 14, 2017	Purchasing Admin						
	E: June 14, 2017						
SUBJECT: FKAA-IFB-0010-17, Purchase of Anhydrous Ammonia							
iblished on the Au	ed on June 8, 2017. This bid wa uthority's web site, and Demand	as advertised once in one newspaper, a Star. One bid was received, which					
Vendor		Total Price					
Airgas Specialty		\$71,040.00					
see the attached b	oid for your review. Please ensur	ne lowest qualified bidder for this re that a purchase order is generated					
<b>✓</b>	UNACCEPTED:	Reason for Not					
William	Bastian						
	Vendor  Vendor  Airgas Specialty  ded that we award see the attached be of the recommen	Vendor  Airgas Specialty  ded that we award the bid to Airgas Specialty as the see the attached bid for your review. Please ensure of the recommendation.  UNACCEPTED:					

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DUO- 02	TAB:	_3	CONSENT:	×	REGULAR:	
				DIVISION:	UTILITY OPE	RATIONS	
MEETING DATE:	June 27, 2018						
AGENDA TITLE: A Corporation in the				seven water	storage tank	vents from ARC	<del></del>
7 above ground r Engineering Corpe ensure proper ven	eservoirs. These oration, who perf	new vent orms our	s from ARC3 FDEP require	Corporation ed tank inspe	were recomn ections, as the	nended by Lique best solution	uid
PREVIOUS RELEV	ANT ACTION BY F	KAA BOA	RD OF DIREC	TORS: N/A			
STAFF RECOMME seven water storage							of
SUPPLEMENTAL II	NFORMATION:						
DOCUMENTATION	Included:	X	To-Follow:		Not Red	quired:	
Cost to FKAA:	\$ \$	54,346.00	. В	UDGETED:	Yes X	No	
Cost to Others: Total Cost:		-0- 54,346.00	<u>.</u>				
DEPARTMENT:	Operations		DEPARTMEN	IT DIRECTOR	R APPROVAL:		
_	•	1	-			<del></del>	
DIVISION DIRECT	OR APPROVAL:	VAIX	<u> </u>				<del></del>
Reviewed by: Inte	rnal Auditor:	Ge	neral Counsel:	DIF'	Executive D	rector:	
BOARD ACTION:	/						
Approved: □	Tabled: □	Di	sapproved:	Re	commendation	Revised:	
Comments:							_
Date:							_
							- 1



December 4, 2017

Mr. Brian O'Connor Florida Keys Aqueduct Authority

RE: ARC<sup>3</sup> Corporation Omega Vent Security Shroud Sole Source Letter

Dear Mr. O'Connor:

This letter is in response to our recent conversations respecting the sole-source implications of the Omega Vent Security Shroud ("Omega Shroud").

ARC<sup>3</sup> Corporation designed and developed the Omega Shroud in 2001. A patent application for the device was filed with the United States Patent and Trademark Office in November of that same year. The final patent was issued under U.S. Patent Number 6805627.

The implications of these benchmarks are as follows:

- 1. ARC<sup>3</sup> Corporation will have recourse of various legal remedies for any patent infringement that may occur after June 5, 2003. These legal remedies include, but are not limited to, royalties, legal fees, damages, and injunctive relief, including possible enforced removal and destruction of any installed shroud that potentially infringes on the ARC<sup>3</sup> Omega Shroud design.
- 2. According to our patent attorneys, U.S. patent law stipulates that a patent infringement creates liability for not only the fabricator/manufacturer of the infringing device, but the seller, distributor, as well as the user of the device. This means that any water utility that utilized a shroud that infringes on the Omega Shroud patent assumes the same risks and liabilities as the person who actually manufactured the shroud.

ARC<sup>3</sup> Corporation will aggressively enforce its rights under the various Federal intellectual property laws. With that in mind, and given the fact that there is no other known technology that addresses the issue of water reservoir vent security, the Omega Shroud offers the sole-source solution for this critical security upgrade.

More importantly, the Omega Vent Security Shroud indeed provides the best available technology to address the issue of water tank vent security, one of the most critical vulnerabilities in virtually all water systems, according to the USEPA.

I hope this will provide you with the information you need to implement your security enhancement strategy. Please feel free to give me a call with any questions you might have. I can be reached at 800 594-8160.

Thank you again for your time and interest in our products.

Sincerely, ARC<sup>3</sup> CORPORATION

Wayne Dykstra President



# Tank Inspection Report

Florida Keys Aqueduct Authority Ocean Reef #3 Liquid Engineering Corporation 47950

#1

Tank Name:

Ocean Reef #3 Ocean Reef

City: State:

FL

Built By:

Crom Corporation

Tank Type:

On-Grade

Tank Capacity:

500KG

Type of Construction: Year Built:

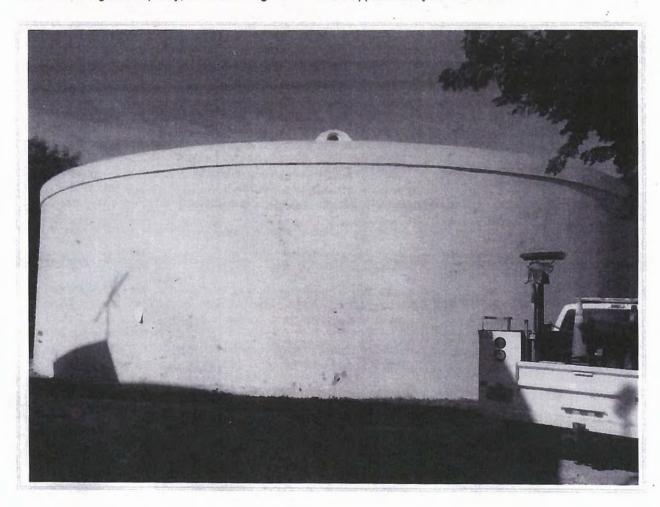
Concrete 1964

Cleaned and Inspected By: LE Project Date: January 16<sup>th</sup>, 2014

LEC Maintenance Team 12 - Team Leader Bobby Heaton

# **GENERAL**

This report is a supplement to the visual and video inspection undertaken for the Florida Keys Aqueduct Authority by Liquid Engineering Corporation of Billings, MT. Ocean Reef #3 is an on-grade concrete storage tank. The tank has a 500,000-gallon capacity, an overall height of 18' and is approximately 69' in diameter.



# STANDARDS

The inspection of this tank was performed by a dive maintenance technician using surface supplied air, totally encapsulated in a sealed dry suit mated to a sealed dry divers hard hat and conducted in accordance with all applicable OSHA, EPA, AWWA, NACE, SSPC and ADC requirements and/or recommendations.

The inspection consisted of a visual observation of the tank's interior and exterior components and coating system. The tank was not drained for the inspection and all interior assessment data was recorded using real time video with live voice narration. Exterior assessment data was documented using digital still photographs.

#### CONDITION OBSERVATIONS

Conditions noted during the field inspection are documented in the following pages and are supplemented with color photographs at the end of the report. Condition ratings used to describe the inspection findings are annotated as follows:

Excellent:

No deficiencies noted.

Good:

Minor deficiencies noted. Item is functioning as designed.

Fair: Poor: Major deficiencies noted. Item is in need of repairs to continue functioning as designed. Repair or replacement required immediately. Item may no longer function as designed.

# CONTAMINATION, HEALTH & SAFETY REPORT

# Contamination and Health

- Air Vents and Screens The tank is equipped with a single mushroom vent and four integrated vents that
  also act as overflows. Each is properly screened and in good condition, but none are equipped with a vent
  security shroud. Absence of a Vent Security Shroud can allow the intentional introduction of hazardous
  chemical or biological contaminates. (See Summary for Recommendations)
- Hatches The square access hatch is properly sealed and secured.
- Overflow As noted above, the tank is equipped with four integrated vents that also act as overflows.
   Each unit is properly screened, gasketed and in good condition.
- Manway The manway is properly sealed and in good condition. No signs of leaking are noted.
- Roof to Wall Joint This joint is properly sealed and in good condition.
- Roof / Wall Integrity No holes or standing water are present on the roof or walls, but minor cracking is noted in both locations.
- Water Clarity The water is clear; no odors or surface debris are noted.

# Facility Safety Compliance

- External Ladder The exterior ladder measures 17' high and is in good condition overall. There are no
  missing or damaged rungs, and it is equipped with a locking vandal guard.
- Rail & Rungs The rungs are spaced at 12" and have a 10" toe depth. The rails are 2" wide, ½" thick and the rail to rail span is 18 ¼"...
- Safety Climb A fall protection system is not required on a ladder of this height.
- Manway- The manway measures 16" x 26" and has a dogged support. Again, no signs of leaking are detected; it is in good condition overall.
- Hatch The primary access way measures approximately 30" square. The hatch lip is 6" and the overlap is 2 ½".

#### EXTERIOR RESERVOIR INSPECTION REPORT

## Exterior Reservoir Roof

- Roof Light staining and minor settling cracks are present in each quadrant, but the slabs do appear to be
  in good condition overall. As is the case with the interior, efflorescence is also noted.
- Vents The exterior portions of the center vent and each integrated vent are also in good condition.
- Roof Hatch The primary access hatch, gasket and hinges are in good condition. The accessway is
  properly sealed and secured.
- . Coating The exterior coating / paint shows minor cracking, but is otherwise in good condition.

## Exterior Reservoir Walls

- Roof to Wall Joint The joint also shows light staining and settling cracks with efflorescence, but is sealed
  and in good condition.
- Wall Structure As is the case with the roof slabs, cracking with efflorescence and light organic staining
  are present in each quadrant.
- Access Ladder The primary access ladder and related fittings appear to be securely attached and safe for use.
- Coating The exterior coating / paint on the walls does exhibit staining and minor cracking, but it is
  otherwise in good condition. Several small spots of coating delamination are present on the lower walls.

### Foundation

 General appearance – The footing / foundation is buried and could not be fully evaluated, but no signs of leaking or ground subsidence are present.

# **GENERAL TANK SECURITY**

### Security

- Perimeter The area surrounding the tank is well lit to deter vandalism.
- Fencing The tank is surrounded by a security fence which was locked upon the crew's arrival.
- Ladder The access ladder is equipped with a proper vandal guard.
- Vent The vents are not equipped with vent security shrouds to prevent the intentional introduction of
  chemical or biological contaminates. This presents significant water tank security vulnerability and should
  be addressed as a priority. To the best of LEC's knowledge the only known practical and cost-effective
  security solution is the Omega Vent Security Shroud, evaluated by the EPA and found on its website.
  Unless you request otherwise, LEC will have ARC3's Omega Vent Security Shroud manufacturer contact
  you in order to provide detailed information to assist you in addressing this security vulnerability.
- Hatch The hatch location is equipped with a lock and an electronic monitoring device.







Customer:	FKAA Islamorada #1	Date:

ate: May 17, 2018

Shipping Expiration: Pricing valid for 60 days

Address:

Delivery: 4 to 6 weeks from order

Terms: Deposit due upon order & balance net 30 days

upon delivery

Item	Size	Vent Diameter	Carbon or Stainless	Color	Price	Quantity	Total Price
OMEGA	M	10"	304ss		\$5,022	1	\$5,02
OMEGA		adapter			\$800	1	\$80
							\$
							\$
							\$
						Omega Subtotal	\$5,82
		<del> </del>					
Item	Hatch Width	Hatch Height	Carbon or Stainless	Color	Price	Quantity	Total Price
							\$
							\$

	Ι ΨΨ	<u> </u>	
1	\$0		
	\$0		$\Box$
	\$0		
]	\$0	Hatchlok Subtotal	
1	\$5,822	Order Total	
	\$1,456	Deposit due upon order (25% of Omega Subtotal)	
}	\$4.366	Balance due 30 days upon delivery	

# To complete, submit and activate your Order to Purchase:

- 1. SHIPPING IS FOB BILLINGS AND ACTUAL CHARGES WILL BE REFLECTED ON THE FINAL INVOICE
- 2. Attach a signed original copy of your Purchase Order if required by your organization.
- 3. Enclose a deposit check for amount listed above.
- 4. Sign this Order to Purchase where indicated below.

Your order will not be processed, and fabrication will not begin, until all documentation and deposit has been received by ARC<sup>3</sup> Corporation. Prices provided in the ARC<sup>3</sup> quotation are only guaranteed, if order is received prior to expiration date of that quote.

By signing below you acknowledge and agree to the terms, conditions and specifications described herein, and represent that you are authorized to sign this Order to Purchase.

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Authorized Signature	Date	Printed Name & Title







$\sim$	usta		-
	usic	me	

FKAA Islamorada #2

Date:

May 17, 2018

Shipping

Address:

Expiration:

Pricing valid for 60 days

Delivery: 4

4 to 6 weeks from order

Terms:

Deposit due upon order & balance net 30 days

upon delivery

Total Price	Quantity	Price	Color	Carbon or Stainless	Vent Diameter	Size	ltem
\$7,4	1	\$7,462		304ss	20"	L	OMEGA
\$1,1	1	\$1,100			adapter		Омеда
							·
\$8,5	Omega Subtotal						
	0			Carbon or	Hatch Height	Hatch Width	Item
Total Price	Quantity	Price	Color	Stainless	naton neight	naton within	iteiii
Total Price	Quantity	Price	Color	Stainless	Hateli Height	nateri vvigtir	Item
	Quantity	Price	Color	Stainless	naton neight	naten wiger	Item
	Quantity	Price	Color	Stainless	naton neight	nateri Wigur	item
	Quantity	Price	Color	Stainless	naton neight	natell wilder	nem
	Quantity	Price	Color	Stainless	naton neight	natell Wight	Item

Order Total \$8,562

Deposit due upon order (25% of Omega Subtotal) \$2,141

Balance due 30 days upon delivery \$6,421

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Authorized Signature	Date	Printed Name & Title







Customer:	FK/
Customer:	F INF

A Ocean Reef #1

4 to 6 weeks from order

Date:

May 17, 2018

Shipping

Address: Delivery:

Expiration:

Pricing valid for 60 days

Terms:

Deposit due upon order & balance net 30 days

upon delivery

Size	Vent Diameter	Carbon or Stainless	Color	Price	Quantity	Total Price
XL	36"	304ss		\$9,880	1	\$9,880
	adapter			\$1,500	1	\$1,500
						\$0
						\$0
						\$0
		XL 36"	XL 36" 304ss	XL 36" 304ss	XL         36"         304ss         \$9,880           adapter         \$1,500	Stainless         \$9,880         1

\$11,380 Omega Subtotal

Item	Hatch Width	Hatch Height	Carbon or Stainless	Color	Price	Quantity	Total Price
							\$0
							\$0
							\$0
							\$0
	3	<u> </u>			i i	E	\$0
					_	Hatchlok Subtotal	\$0

**Order Total** \$11,380 Deposit due upon order (25% of Omega Subtotal) \$2,845 Balance due 30 days upon delivery \$8,535

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Authorized Signature	Date	Printed Name & Title







Customer:	FKAA Ocean Reef #2	Date:	May 17, 2018
-----------	--------------------	-------	--------------

Shipping Expiration: Pricing valid for 60 days

Address:

Delivery: 4 to 6 weeks from order Terms: Deposit due upon order & balance net 30 days

upon delivery

Item	Size	Vent Diameter	Carbon or Stainless	Color	Price	Quantity	Total Price
Омеда	XL	36"	304ss		\$9,880	1	\$9,88
OMEGA		adapter			\$1,500	1	\$1,50
							\$
							\$
							\$
						Omega Subtotai	\$11,38
	1						
Item	Hatch Width	Hatch Height	Carbon or Stainless	Color	Price	Quantity	Total Price
							\$
							\$

			\$0
			\$0
	ŀ	latchlok Subtotal	\$0
		Order Total	£44 29A
		Order Total	\$11,380
Deposit due up	on order (25% of	Omega Subtotal)	\$2,845
E	Balance due 30 da	ays upon delivery	\$8,535

\$0

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Authorized Signature	Date	Printed Name & Title







Address:

Customer:	FKAA- Ocean Reef #3	Date:	May 17, 2018

Shipping Expiration: Pricing valid for 60 days

Delivery: 4 to 6 weeks from order Deposit due upon order & balance net 30 days Terms:

		upon delivery					
Total Price	Quantity	Price	Color	Carbon or Stainless	Vent Diameter	Size	Item
\$9,880	1	\$9,880		304ss	36"	XL	OMEGA
\$1,500	1	\$1,500			adapter		OMEGA
. \$0							'
\$0							
\$0				·			
\$11,380	Omega Subtotal	•					
Total Price	Quantity	Price	Color	Carbon or Stainless	Hatch Height	Hatch Width	Item
\$0	_						
\$0							
\$0							
\$0							
\$0							
\$0	atchlok Subtotal	Ha					
\$11,380	Order Total						
\$2,845	mega Subtotal)	on order (25% of C	Deposit due upo				
\$8,535	_	Balance due 30 day					
<b>\$6,535</b>	a about delivery	valance due 30 day	-				

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Authorized Signature	 Date	Printed Name & Title







Customer:	FKAA- Rock Harbor	Date:	May	17.	20	18

Shipping Expiration: Pricing valid for 60 days

Address:

Delivery: 4 to 6 weeks from order Terms: Deposit due upon order & balance net 30 days

upon delivery

Deposit due upon order (25% of Omega Subtotal)

Balance due 30 days upon delivery

\$1,456

\$4,366

Total Price	Quantity	Price	Color	Carbon or Stainless	Vent Diameter	Size	Item
\$5,02	1	\$5,022		304ss	10"	M	OMEGA
\$80	1	\$800			adapter		OMEGA
\$	Ì						
\$			i i				
\$	Î						
\$5,82	Omega Subtotal	(		•	<u> </u>		
Total Price	Quantity	Price	Color	Carbon or Stainless	Hatch Height	Hatch Width	Item
\$							
\$(							
\$1							
\$							
\$							
\$	atchlok Subtotal	Н				''	-
\$5,82	Order Total						

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Authorized Signature	Date	Printed Name & Title

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM: DUO- 03 TAB: 4	CONSENT: X REGULAR:					
	DIVISION: UTILITY OPERATIONS					
MEETING DATE: June 27, 2018						
AGENDA TITLE: Consideration of Approval to Av	vard Bid #: FKAA-IFB-0010-18, Two-Year Contract					
for the Removal of Lime Sludge from the J. Rober						
ITEM BACKGROUND: The bid request was posted on Demand Star, posted on the FKAA website, advertised once in one newspaper, and bid requests were forwarded to suppliers capable of providing the Authority with the service to remove up to 30,000cy of Lime Sludge at the J. Robert Dean Water Treatment Plant over a Two-Year period. Staff has reviewed the bid documents and qualifications of all the bidders. Based on the price per cubic yard removed, the lowest responsive, responsible bidder is Galafre Construction and Land Design, Inc. The following bids were opened 6/12/18:						
Vendor	Unit Price Per Cubic Yard Removed					
Galafre Construction and Land Design, Inc.	\$ 3.10					
Austin Tupler Trucking, Inc.	\$29.30					
True Haul LLC	\$ 7.50					
PREVIOUS RELEVANT ACTION BY FKAA BOARD O	F DIRECTORS: None.					
Two-Year Contract to remove up to 30,000 cubic y Treatment Plant in Florida City, to Galafre Constru	<b>STAFF RECOMMENDATION (MOTION):</b> Board of Directors award the Bid # FKAA-IFB-0010-18 for a Two-Year Contract to remove up to 30,000 cubic yards of lime sludge at the J. Robert Dean Water Treatment Plant in Florida City, to Galafre Construction and Land Design, Inc., at a cost of \$3.10 per cubic yard removed, for an approximate total contract price of \$93,000.00.					
	ed the bid documents and qualifications of the lowest on and Land Design, Inc. The monies are available in					
DOCUMENTATION: Included: X	o-Follow: Not Required:					
Cost to FKAA: \$ 93,000	BUDGETED: Yes X No No					
Cost to Others: \$ Total Cost: \$ 93,000	0					
DEPARTMENT: 065 DE	PARTMENT DIRECTOR APPROVAL:					
DIVISION DIRECTOR APPROVAL:						
Reviewed by: Internal Auditor: 46 General	Counsel:Executive Director:					

BOARD ACTION:			
Approved: □	Tabled: □	Disapproved: □	Recommendation Revised:
Comments:			
Date:	····	Recording Clerk:	



# Florida Keys **Aqueduct Authority**

1100 Kennedy Drive Key West, Florida 33040 Telephone (305) 296-2454 www.fkaa.com

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J. Robert Dean Chairman District 3

Antoinette M. Appell Vice-Chairman District 4

David C. Ritz Secretary/Treasurer District 5

Cara Higgins District 1

Richard J.Toppino District 2

Kirk C. Zuelch **Executive Director** 

# **MEMORANDUM**

П	2	7	

Anthony Rossetti, WTP Operations Supervisor

FROM:

David Jackson, Purchasing Manager

DATE:

June 13, 2018

SUBJECT:

FKAA-IFB-0010-18, Removal of Spent Lime from the J.R. Dean WTP, Florida City, FL

33034

Subject bid opening was conducted on June 12, 2018. This bid was advertised once in one newspaper, as well as being published on the Authority's website, and Demand Star. Three bids were received, which are as follows:

Vendor	Total Price
Galafre Construction and Land Design	\$3.10 per CY
True Haul LLC	\$7.50 per CY
Austin Tupler Trucking Inc.	\$29.30 per CY

It is recommended that we award the bid to Galafre Construction and Land Design as the lowest qualified bidder for the service. Please see the attached bid for your review. Please ensure that a purchase order is generated upon acceptance of the recommendation.

ACCEPTED: UNACCEPTED:	Reason for Not
Accepting Bid: Q. Rossett 6/13/18	
General Counsel's Signature (If Bid Not Accepted):	

#### FLORIDA KEYS AQUEDUCT AUTHORITY BID OPENING SUMMARY

Bid opening date: 12-Jun-18

Bid number: Bid description: FKAA-IFB-0010-18

Remove Spent Lime

Time: 4:00 P.M. Bid Bid Unit price Unit Price per cubic yard removed written out Comments sealed Bidder's Name signed Three Dollars, ten Cents Austin Tupler 29.30 Galafre Construction Seven Dollars, fifty cents True Haul 7.50 Department Director or Designee Purchasing and Inventory Control Manager/Designee Buyer/Purchasing Administrator Internal Auditor Time bid opening adjourned

# FLORIDA KEYS AQUEDUCT AUTHORITY INVITATION TO BID: COMMODITIES/SERVICES (BIDDERS ACKNOWLEDGMENT)

MAIL BIDS TO:

FLORIDA KEYS AQUEDUCT AUTHORITY

7000 Front St. (Stock Island)

KEY WEST, FLORIDA 33040 (No USPS deliveries, FedEx and UPS only.)

Page 1 of 7 (305) 296-2454	PROJECT#	FILE#	BID #-FKAA-IFB-0010-18
BIDS WILL BE OPENED: June 12th, 2018 at 4:00pm 7000 Front St. Key West, Fl NO USPS Delivery, Fed E. and may not be withdrawn within		Florida City, FL 330	al of Spent Lime from the J.R. Dean Water Treatment Plant, 134, 2-year Contract
16	ot of Purchase Order.		, 1
NAME OF VENDOR: GALAGEE Constru		MAILING DATE:	6/5/2018
MAILING ADDRESS: 9/73 NW 14			77
CITY-STATE-ZIP: Miami Lakes		CERTIFIED OR CASHIER'S CHECK IS ATTACHED. WHEN REQUIRED, IN THE AMOUNT OF \$	
TELEPHONE NUMBER: (305) 244- 7		FAX NUMBER:	
I certify that this bid is made without prior understate connection with any corporation, firm, or person submitting materials, supplies, or equipment and is in all respects fair or fraud. I agree to abide by all conditions of this bid authorized to sign this bid for the bidder and that the bid with all requirements of the Invitation to Bid, including certification requirements.	anding, agreement, or ng a bid for the same and without collusion and certify that I am dder is in compliance	Authorized Signature (Manual)  Alcredo GAlban President	
GENERAL CONDITIONS BIDDER: To insure acceptance of the bid follow these SEALED BIDS: This form must be executed and return		3. BID OPEND	NG: Shall be public on the determined at the first of
bid sheets, as well as all addenda acknowledged. The fac contain, in addition to the above address, the date and the and the bid number. Do not include more than one bid per subject to the conditions specified herein. Those that do conditions are subject to rejection.	ce of the envelope shall ime of the bid opening, r envelope. All bids are	the bid form, of the Author assure his b opening. Off	NG: Shall be public, on the date and at the time specified on All bids received after that time shall become the property rity and remain unopened. It is the bidder's responsibility to id is delivered at the proper time and place of the bid fers by facsimile, telegram or telephone are not acceptable.
<ol> <li>EXECUTION OF BID: All bids must contain a authorized representative in the space provided a formal. The company name must also appear on e required.</li> </ol>	above to be considered each page of the bid as	Unless other for a period of of a mistake F.O.B. destii	OTED: Deduct trade discounts and quote firm net prices, wise specified, all prices quoted in this bid will remain firm of 60 days. Give both unit price and extended total. In case in extensions, the unit price will take precedence. All prices nation (unless otherwise specified in special conditions), tensions should be typed or printed in ink.
<ol> <li>NO BID: If not submitting a bid, respond by retu- form, marking it "NO BID", and explain below the re- to quote without sufficient justification shall be of supplier's name from the bid mailing list. NOTE: respondent, must submit a "NO BID", and same m than the stated bid opening date and hour:</li> </ol>	reason. Repeated failure cause for removal of a A bidder; to qualify as a	Do not in number is DISCOU! considered	The FKAA does not pay federal excise and state sales taxes, clude these items on invoices. The applicable tax exemption shown on purchase orders.  NTS: Cash discounts for prompt payment shall not be d in determining the lowest net cost for proposal evaluation
REASON FOR "NO BID":		delivery s pertaining bidder's ri govern.	ES: Bidders are expected to examine the specifications, schedules, bid prices and extensions, and all instructions to supplies and services. Failure to do so will be at the isk. In case of mistake in the extension the unit price will
		any item (current p specified.	ON AND PACKAGING: It is understood and agreed that offered or shipped as a result of this bid shall be new roduction model at the time of this bid), unless otherwise All containers shall be suitable for storage or shipment, and shall include standard commercial packaging.

# GENERAL CONDITIONS CONTINUED

4. (Continued)

SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

BIDDER'S CONDITIONS: Any conditions to be made as part of the bid, should be submitted by letter with notes thereof on bid sheet for

consideration.

PAYMENT: The vendor shall be paid upon submission of properly certified invoices at the prices stipulated on the bid, after delivery and acceptance of the goods and/or services, less deductions if any, as

provided.

5. EQUIVALENTS: Unless otherwise specified, any manufacturer's name, trade names, brand names, information und/or catalog numbers listed in a specification are for information and not to limit competition. Bid any brand which meets or exceeds the quality of specifications listed for any item. If the bid is based on equivalent products, indicate on the bid form the manufacturer's name and number and indicate any deviation from the specifications as listed. Include fully descriptive literature on item(s). Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a quotation in complete compliance with the specifications listed in the form. The FKAA reserves the right to determine acceptance of item(s) as an approved equivalent.

6. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the vendor's name being removed from the

FKAA vendor list.

7. SAMPLES: Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Request for the return of samples must be submitted by letter with notes thereof on bid sheet. Each individual sample must be labeled with bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be

reason for rejection of the bid.

8. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the FKAA, Monday through Friday, excluding holidays. Upon delivery the FKAA has five working days to inspect and approve the goods and services, unless bid specifications or purchase order specify otherwise. Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the FKAA unless loss or damage results from negligence by the FKAA.

9. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications should be submitted to the buyer no later than five (5) days prior to the bid opening. Any person who is adversely affected by a decision or intended decision shall be subject to the FKAA's procedures for Bid Protests (48-101.11). In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the FKAA shall be final

and binding on both parties.

10 AWARDS: The FKAA reserves the right to accept any Bid or combination of Bid alternates which, in the FKAA's judgement will best serve the FKAA's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. The FKAA reserves the right to reject any one or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the FKAA. Discrepancies in the multiplication of units of work and/or unit prices will be resolved in favor of the unit price.

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Within 60 calendar days after the opening of Proposals, unless otherwise stated in the Supplementary Conditions of the Documents, the FKAA will issue notice that it intends to accept one of the proposals or will award the contract to the lowest Base Bid. Acceptance of the Proposal by the FKAA will be by written Notice of Award, mailed or delivered to the office designated in the Proposal. In the event of the failure of the lowest responsible and responsive bidder to meet the requirements of the Bid, the FKAA may award the Contract to the next lowest responsible and responsive Bidder. Such award, if made by the FKAA will be made within 60 days after the opening of Proposals.

ADVERTISING: In submitting a proposal, bidder agrees not to use the

results there from as a part of any commercial advertising.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of items offered on this bid prior to their delivery, it shall be the responsibility of the vendor to notify the FKAA at once, indicating in his letter the specific regulation which required an alteration. The FKAA reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no further expense to the FKAA.

ASSIGNMENT: Any purchase order issued pursuant to this bid invitation and the monies which may become due are not assignable except with

prior written approval of the FKAA.

CONFLICT OF INTEREST: The award hereunder is subject to Chapter 112, Florida Statutes, wherein it states, in part: "...all bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the FKAA. All bidders must disclose the name of any employee who owns directly or indirectly an interest of 5% or more in the bidder's firm or any of its branches ...

LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which arise between person(s) submitting a bid response hereto an the FKAA, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PATENTS & ROYALTIES: The bidder without exception, shall indemnify and save harmless, the FKAA and its employees, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FKAA the bidder uses any design, device, or materials covered by letters, patent or copyright it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

17. SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided.

18. ELIGIBLE ENTITIES: Paragraph (2) (a), Section 287.133. Florida Statutes provides that "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of (36) months from the date of being placed on the convicted vendor list."

19. LJABILITY: The supplier shall hold and save the FKAA, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's breach of contract or the vendor's negligence.

#### NOTE:

#### **BID SPECIFICATIONS**

# FKAA-IFB-0010-18

Remove Spent Lime - The spent lime is located at the J. Robert Dean Water Treatment Plant located at 35400 SW 192 Ave. Florida City, Fl. 33034 in the Navy Wells Pineland Preserve, geographical coordinates: 25.439322, 80.508327 owned by the Florida Keys Aqueduct Authority. Our storage area is limited in size, so we are requesting bidders to provide a price per cubic yard to remove and dispose of spent lime up to three (3) times each year. Contract length is 2 years.

Sludge Storage Area: The successful bidder will be required to mobilize, remove and dispose sludge "tailings", a byproduct of the treatment process, amounting to approximately 4,000-5000 Cu Yds. once every 4-months. This will be done three

(3) times per year over two (2) years. No escalation clause is permitted during the contract period.

The TOTAL AMOUNT of sludge per contract period is not expected to exceed ~15,000 cubic yds./yr.

The Successful bidder "Company" is responsible for determining through laboratory testing and knowing the exact composition of constituent elements in the spent lime before removing. Our laboratory results have shown the spent lime is 96% calcium carbonate (CaCO3). The remaining 4% contains various other elements that are removed from the raw water during the treatment process. A recent grab sample laboratory result taken from the lime pile is attached for you review. Obtaining samples for additional laboratory analysis is the responsibility of the successful bidder "Company" and should be conducted prior to submitting your bid.

It is also the responsibility of the Successful Bidder "Company" to know and comply with all transportation and dumping regulations that may/will require permits, licenses, disposal fees and/or certificates that may/will be required by DERM. FDEP, DOT, etc. to handle, haul and dispose of this material. DERM has commented on conditions surrounding the "permitted reuse" of our spent lime which is outlined in the attached April, 14, 2011 DERM re-use determination letter. A dumpsite specific DERM permit to dump is required and is the responsibility of the Successful Bidder "Company" to obtain and it must be submitted to the Florida Keys Aqueduct Authority, upon request, prior to issuing a purchase order and a/or a Notice to Proceed. The Permit must indicate: Florida Keys Aqueduct Authority, J. Robert Dean WTP as the waste generator and (Spent Lime) as the industrial waste component being removed accompanied by dump site details such as owner's name and the physical address of the proposed disposal site. The successful bidder "Company" is responsible for supplying all loading, moving and hauling equipment. This includes, but is not limited to: front end loaders, dozers, dump trucks, fuel costs, permits, tolls, licenses, tip and/or dump fees, taxes, labor costs, etc.

Pre-Bid inspection of the spent lime is encouraged prior to submitting your bid. Contact Mr. Tony Rossetti at 786349-6530 or arossetti@fkaa.com to arrange a site visit.

**Project length:** This is a two (2) year contract covering 730 days. The contract will begin October 1, 2018 and continue through to September 30, 2020. Available work hours are Monday through Friday between 8am & 5pm, excluding weekends and all Federal Holidays.

### Return this sheet with your bid

Two (2) year contract Maximum sludge removal ~15,000 per year

# OFFICIAL BID FORM

Florida Keys Aqueduct Authority, Sludge Removal at the J. Robert Dean Water Treatment Plant in Florida City from October 1, 2018 to September 30, 2020

Unit Price per cubic yard, written out: Three Dollards + Ten Gentper cubic yard.

NOTE: Prices should be firm for the contract period, no escalation clause accepted. Proof of insurance required upon award of bid. (See attached.) Any questions or requests for clarification should be sent in writing via email to David Jackson. Purchasing Manager at diackson@fkaa.com.

Bids should be returned to:

FKAA Purchasing Department 7000 Front St. (Stock Island) Key West, FL 33040

Bids not received by June 12, 2018 at 4:00 PM will not be considered.

Please note the USPS does not deliver to this address.

The Governing Board of Directors of the Florida Keys Aqueduct Authority reserves the right to reject any and all bids, in whole or in part, to waive any irregularities or informalities in any bid, and to award to any party considered to be in the best interest of the Authority.



ALL CITY INSURANCE INC.

PRODUCER

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

CONTACT NAME:

**INGRID HERRERA** 

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	1400 NW 107th AVE				)463-9431		(305)436-6797	
	SUITE 210 DORAL		FL 33172-	-ADERCAS.	IL@ALLCIT			-
	DONAL		16 00172	INSURER A NOTGUA		NOF COMPANY	NAIC	2#
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	Hialeah		FL 33018-	INSURER D :				
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11	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	QUIREMEN PERTAIN,	T, TERM OR CONDITION THE INSURANCE AFFO	OF ANY CONTRACT OR ORDED BY THE POLICIE	OTHER DOCU	JMENT WITH RESPECT TO	WHICH THIS	MS.
INSR		ADDL SUBF		POLICY EFF	POLICY EXP	LIMIT	s	-
C	X COMMERCIAL GENERAL LIABILITY	100,000	NPP8508527	02/03/2018		EACH OCCURRENCE	s 1,000,00	00
	CLAIMS-MADE X OCCUR	1				DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,00	-
						MED EXP (Any one person)	s 5,00	00
						PERSONAL & ADV INJURY	s 1,000,00	-
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s 2,000,00	00
	X POLICY PRO- LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,00	00
	OTHER					POLLUTION LIAB.	\$50,000/100,00	00
B	AUTOMOBILE LIABILITY		05472426-8	06/17/2017	06/17/2018	COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO					BODILY INJURY (Per person)	5 1,000,00	00
	OWNED X SCHEDULED AUTOS AUTOS NON-OWNED					BODILY INJURY (Per accident)	5	
	X HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
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A	WORKERS COMPENSATION		GAWC827676-R	05/15/2018	05/45/2040	X PER OTH-	S	
	AND EMPLOYERS' LIABILITY		SAMOSZIOTON	00/10/2010	03/13/2019		s 100,00	10
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A				E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE	400.00	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	500,00	-
	The state of the s	1				C.C. DISEASE - POLICY LIMIT	3	_
BL	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC ANKET ADDITIONAL INSURED INCL DER FORM WW433 (09/14)	LES (ACORD UDING W	101, Additional Remarks Sch AIVER OF SUBRROG	edule, may be attached if more	e space is require -NON CONT	RIBUTORY ENDORSEM	ENT INCLUDE	D
CE	RTIFICATE HOLDER			CANCELLATION			AI 004	4912
	FKAA 1100 Kennedy Drive Key West		FL 33040-	SHOULD ANY OF THE EXPIRATION ACCORDANCE WITH AUTHORIZED REPRESE	TH THE POLIC	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS.	NCELLED BEFOR	RE IN
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Pace Analytical Services, Inc. 8 East Tower Circle Ormand Beach, FL 32174 (386)672-5668

#### ANALYTICAL RESULTS

Project.

Residual 4/1/11

Pace Project No.: 3528472

Sample: Residual Storage Area

Lab ID: 3528472001 Collected: 04/01/11 13:00 Received: 04/02/11 10:40 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qua
5010 MET 1CP	Analytical	Method: EPA	6010 Prepar	ation Meth	od: EP	A 3050			
Aluminum	28.2 n	ng/kg	5.8	2.9	1	04/04/11 09:30	04/04/11 18:27	7429-90-5	
Arsenic	0.29U m	ng/kg	0.58	0.29	1	04/04/11 09:30	04/04/11 15:27	7440-38-2	
Banum	27.6 m	ig/kg	0.58	0.29	1	04/04/11 09:30	04/04/11 18:27	7440-39-3	
Cadmium	0.029U m	ng/kg	0.058	0.029	1	04/04/11 09:30	04/04/11 18:27	7440-43-B	
Chromium	0.14U n	ng/kg	0.29	0.14	1	04/04/11 09:30	04/04/11 18:27	7440-47-3	
Copper	0.14U n	ig/kg	0.29	0.14	1	04/04/11 09:30	04/04/11 18:27	7440-50-8	
ron	8.7 n	ig/kg	2.3	1.2	1	04/04/11 09:30	04/04/11 18:27	7439-89-6	
Lead	0.29U n	ng/kg	0.58	0.29	1	04/04/11 09:30	04/04/11 18:27	7439-92-1	
Manganese	5.8 m	ng/kg	0.29	0.14	1	04/04/11 09:30	04/04/11 18:27	7439-96-5	
Nickel	0.14U m	ng/kg	0.29	0.14	1	04/04/11 09:30	04/04/11 18:27	7440-02-0	
Selenium	0.52 1 m	ig/kg	0.87	0.43	1	04/04/11 09:30	04/04/11 18:27	7782-49-2	
Silver	0.14U m	ig/kg	0.29	0.14	1	04/04/11 09:30	04/04/11 18:27	7440-22-4	
Zino	0.58U m	ng/kg	1.2	0.58	2	04/04/11 09:30	04/04/11 18:27	7440-86-6	
7471 Mercury	Analytical	Method: EPA	7471 Prepar	ation Metho	d: EP	A 7471			
Mercury	0.048U n	ig/kg	0.19	0.048	1	04/05/11 08:42	04/05/11 14:22	7439-97-6	
Percent Moisture	Analytical	Method: AST	M D2974-87						
Percent Moisture	16.6 %	6	0.10	0.10	1		04/04/11 16:12		

Date: 04/05/2011 04:06 PM

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full, without the written consent of Paca Analytical Services, Inc.





Department of Environmental Resources Management Office of the Director

Office of the Director 701 NW 3st Court, 4th Floor Miami, Florida 33136-3912 T 305-372-6754 F 305-372-6759

miamidade.gov

April 14, 2011

Mr. Rick Zucker, Florida Keys Aqueduct Authority, 35400 SW 192 Ave Florida City, FL 33034 CERTIFIED MAIL NO: 7010 1870 0000 2691 4774 RETURN RECEIPT REQUESTED

Re: Request for reuse determination for calcium carbonate residuals generated from the Florida Keys Aqueduct Authority's J. Robert Dean Water Treatment Plant (IW5-3972/3667) located at, near, or in the vicinity of, Florida City, Florida.

Dear Mr. Zucker.

The Department of Environmental Resources Management (DERM) has reviewed the request received via email on April 1, 2010, for a reuse determination with respect to the calcium carbonate residuals (lime sludge) which are the by-product of the lime softening process at potable water treatment plant. Based on the analytical results submitted for lime sludge samples obtained on April 1, 2011 the contaminants of concern in the above referenced lime sludge do not exceed the residential soil cleanup target levels pursuant to Section 24-44(2) of the Code of Miami-Dade County. The material is hereby approved for reuse within Miami-Dade County subject to the conditions below:

- The material shall not be reused within ecologically sensitive areas (e.g., wetlands, etc.).
   At a minimum a setback of 25 feet shall be maintained between any ecologically sensitive area and the reuse area. The DERM's Wetland Resources Section (305 372 6567) shall be contacted for additional guidance if the material is proposed to be reused adjacent to wetlands areas.
- If the material is proposed to be used to fill a lake the operator of the lakefill shall submit an application to the DERM's Permit Regulation and Enforcement Section indicating intent to utilize the material for lake filling.

Be advised that this approval is specific only to the reuse of the material with respect to potential environmental contamination and is not intended to address geotechnical, structural, stability, foundational, technical, health and safety or any other concerns related to the reuse of this material. The approval does not constitute a waiver from any other applicable approval or permit requirements, pursuant to other local, state or federal regulations.

If you have any questions concerning the above please contact Lorna Bucknor of the Pollution Control Division at (305) 372-6700 or via email at (buckni@miamidade.gov).

Sincerely

Wilbur Mayorga, P.E., Chief Pollution Control Division

pc: Patti Emad/Matt Davis, DERM

Lethering Exallence Every Dry

## FLORIDA KEYS AQUEDUCT AUTHORITY INDEMNITY, LIABILITY AND INSURANCE REQUIREMENTS

#### INDEMNIFICATION AND HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless the Florida Keys Aqueduct Authority (The Authority) from any and all claims for bodily injury (including death), personal injury, and property damage (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

#### GENERAL INSURANCE REQUIREMENTS

The successful proposer is responsible for ensuring that all such insurance obtained will extend protection to any subcontractor who may perform any part of this contract or require any such subcontractor to obtain insurance consistent with this section. Such insurance will be required during the entire term of the contract.

All proposals shall include proof as evidence of the required insurance, either;

Certificate(s) of Insurance

or

A certified copy of the actual insurance policy (ies).

FKAA, at its sole discretion, has the right to request a certified copy of any or all insurance policies required by this section. Required insurance with the FKAA as the certificate holder must be provided prior to commencement of work.

Insurance policies must be provided be a company authorized to transact business in the state of Florida and companies must maintain a minimum rating of A-, as assigned by the A.M. Best Company.

The Commercial General Liability must include FKAA as an additional insured (Note: the proof of insurance included with the proposal does not have to include FKAA as an additional insured. (This will only be required of the awarded proposer).

X Commercial General Liability with minimum limits of \$1,000,000 Combined Single Limit to include, as a minimum:

Premises Operations
Products and Completed Operations
Blanket Contractual Liability
Personal Injury Liability
Expanded Definition of Property Damage

If coverage is provided on a claims made basis, its provisions should include coverage for which claims filed on or after the effect date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twenty four (24) months following the acceptance of work by the Authority.

- X Vehicle Liability with combined single limits of \$ 1,00,000 Combined Single Limit (CSL) to cover all vehicles to be used in fulfilling contract. Coverage must be extended to all Owned, Non-Owned and Hired Vehicles.
- Workers' Compensation Benefits with Employer's Liability with the following minimum limits: Workers' Compensation: Statutory consistent with Florida Statute 440

Employer's Liability: \$100,000 Bodily Injury

\$300,000 Bodily Injury by Disease, policy limits \$100,000 Bodily Injury by Disease, each employee

Forward all insurance required to FKAA prior to commencement.



J. Robert Dean Chairman District 3

Richard J. Topping Vice-Chairman District 2

David C. Ritz Secretary/Treasur District 5

Antoinette M. Appr District 4

Cara Higgins District 1

Kirk C. Zuelch Executive Director

MEMORANDUM

TO: Board of Directors

FROM: Kirk C. Zuelch, Executive Director

**DATE:** June 18, 2018

**SUBJECT:** Executive Director's Report – Board of Directors Meeting

Com Ever Salar Marky

June 27, 2018

Below is an outline of issues that I'll be discussing in my Executive Director's report:

### 1. Florida Power and Light Update

The Nuclear Regulatory Commission (NRC) held an initial Public Scoping Meeting in Homestead on May 31, 2018 to allow public comment on FPL's Application to renew the operating licenses of Turkey Point Nuclear Generating Units 3 and 4 for an additional 20 years, which would extend the licenses through 2053. FKAA staff were in attendance and provided public comments reflective of the Board's position regarding this issue. In addition, staff also followed up with the attached letter to the NRC reiterating the Board's position to have FPL, as a condition of an operating license renewal, remediate the existing contamination in the Biscayne Aquifer and prevent any further contamination by decommissioning the existing cooling canal system and replacing it with industry-standard cooling tower technology.

### 2. Key West Administration Building Update

Staff have received and are reviewing a preliminary design to provide temporary shoring for the existing Administration Building in Key West. Staff anticipates completing review and contracting the work to start within the next month.

### 3. Hurricane Preparedness

Based on review and updates to the FKAA Emergency Response Plan (ERP), the following actions have been taken:

- a) All staff have been trained on the new response procedures indicated in the ERP
- b) Communications have been hardened through additional purchase of handheld radios that operate on the Sherriff's radio system, purchase of portable satellite systems for the Key West

- Administration Building, Marathon Campus and Florida City Plant, and purchase of additional satellite phones for field staff
- c) Staff are actively working on relocating the primary computer servers from the Key West Administration Building to the second floor of the Key West Pump Station
- d) A contingency plan has been developed for staff reporting to the Key West Administration Building, should the building be deemed uninhabitable following a major storm event

#### 4. Consumer Confidence Report

The FKAA's Annual Drinking Water Quality Report was recently published. The report is intended to inform customers about where our water comes from, how it is treated and the FKAA's compliance with regulatory requirements. This report, also referred to as the Consumer Confidence Report, is published each year as mandated by the United States Environmental Protection Agency. While much of the content is required regulatory verbiage, additional educational information is also provided. The report is available on our website and social media and hard copies are available at the FKAA's Customer Service Offices.



# Florida Keys **Aqueduct Authority**

1100 Kennedy Drive Key West, Florida 33040 Telephone (305) 296-2454 www.fkaa.com

Com English State of South of

J. Robert Dean Chairman District 3

Richard J. Toppino Vice-Chairman District 2

David C. Ritz Secretary/Treasurer District 5

Antoinette M. Appell District 4

Cara Higgins District 1

Kirk C. Zuelch **Executive Director** 

May Ma, Director, Program Management. Announcements and Editing Branch Office of Administration Mailstop: TWFN-7A60M, US Nuclear Regulatory Commission Washington, D.C. 20555-0001

RE: DOCKET ID NRC-2018-0101

Florida Power and Light Application for Renewal Facility Operating License No. DPR-31 and DPR-41

#### Dear Director Ma:

This letter is in follow-up to a presentation the Florida Keys Aqueduct Authority (FKAA) made on May 31, 2018 at the NRC Public Hearing in Homestead Florida, re: Docket ID NRC-2018-0101, Application by Florida Power and Light (FPL) for Renewal of Facility Operating License Numbers DPR-31 and DPR-41. The Florida Keys Aqueduct Authority is an Independent Special District of the State of Florida with the responsibility of supplying the entirety of Monroe County, consisting of the group of islands known as the Florida Keys, with drinking water from the Class I Biscayne Aquifer located in southeast Miami-Dade County. Our Board of Directors is appointed by the Governor of the State of Florida and has directed staff to prepare this letter regarding the FPL Renewal of Facility Operating License No. DPR-31 and DPR-41.

For more than a decade, FPL has been out of compliance with operating requirements of its cooling canal system (CCS). The salinity values in the CCS have risen to concentrations significantly higher than found in seawater. The FPL interceptor canal originally intended to contain hypersaline water from the CCS from migrating offsite is not effective and as a result, a hypersaline plume has migrated more than two miles beyond FPL's property and contaminated a large portion of the Biscayne Aquifer. This hypersaline plume has also forced the freshwater-saltwater interface within the Biscayne Aquifer as much as four miles westward, which is farther than would otherwise naturally occur. This condition, which FPL has been ignoring for decades, is now starting to threaten critical drinking water supplies for south Miami-Dade, as well as all FKAA customers in Monroc County. If the FKAA drinking water wellfield, which is located approximately ten miles from the Turkey Point Facility, becomes contaminated by the hypersaline plume created by FPL, the primary drinking water supply to Monroe County is lost.

The State of Florida and Miami-Dade County have both found FPL in violation of their operating conditions and filed regulatory and permit violations against FPL. FPL entered Consent Orders with both entities rather than contest these violations in court. The primary element of both orders is to allow FPL to develop and implement a remediation strategy to reduce the artificially high salinities in the Biscayne Aquifer resulting from uncontrolled leakage from its CCS.

Contrary to groundwater modeling results performed by FPL in development of their remediation strategy to comply with both Consent Orders, actual data gathered to date from our wellfield monitoring program indicate that the current FPL remediation strategy is:

- 1) Not effective in first halting and then retracting the migration of the existing hypersaline plume, and
- 2) Continued use of the CCS is only exacerbating the migration of the existing hypersaline plume.

Past and current operational practices by FPL have led to the environmental degradation of the Biscayne Aquifer and FPL had shown little interest in dealing with these unpermitted consequences of its operation until enforcement action was taken. Even with two Consent Orders in place, there is no clear evidence that FPL can or will resolve the issues caused by continued use of its CCS.

FKAA believes that the existing damage to the local environment must be fully remediated before FPL is granted an extension to operate Units 3 and 4 at its Turkey Point facility. It makes no sense to allow this extension when FPL has such a poor track record operating the existing system.

FKAA also requests the NRC to require cooling towers be built for use with the existing operation and the closure of the existing CCS. Once built, the towers would alleviate further contamination of the Biscayne Aquifer with proven technology consistent with current industry design standards.

We appreciate the opportunity to provide these comments to your Commission. If there are any questions please contact me.

Sincerely,

Kirk C. Zueleh Executive Director

ce: J. Robert Dean, FKAA Board of Directors Richard J. Toppino, FKAA Board of Directors David C. Ritz, FKAA Board of Directors Antoinette M. Appell, FKAA Board of Directors Cara Higgins, FKAA Board of Directors

George Neugent, Monroe County Commissioner David Rice, Monroe County Commissioner Danny Kolhage, Monroe County Commissioner Heather Carruthers, Monroe County Commissioner Sylvia Murphy, Monroe County Commissioner Roman Gastesi, Monroe County Administrator Bob Shillinger, Monroe County Attorney

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

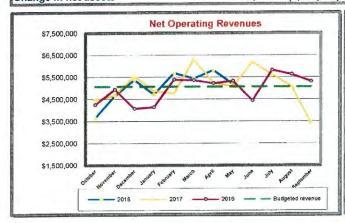
AGENDA ITEM: DOA-01	CONSENT:		REGULAR:	X
MEETING DATE: June 27, 2018	DIVISION:	Administration		
AGENDA TITLE: Summary of financial information	n for October 2017 thro	ugh May 2018.		
ITEM BACKGROUND:				
Financial highlights				
Percentage of fiscal year elapsed		66.67%		
Percentage of budgeted revenue earned		66.60%		
Percentage of operating budget expended		61.80%		
Budget amendments year to date		10		
Budget line item transfers year to date	0.05	2		
Operating revenue increase (decrease) year over y Operating expense (less depreciation) increase (de		-0.03%		
Operating expense (less depreciation) increase (de	crease) year over year	23.00%		
PREVIOUS RELEVANT ACTION BY FKAA BOARD	OF DIRECTORS:			
STAFF RECOMMENDATION (MOTION): Information	nal only			
SUPPLEMENTAL INFORMATION:				
DOCUMENTATION: Included:	To-Follow:	Not Req	uired:	
Cost to FKAA: \$	BUDGETED:	Yes x	No [	
Cost to Others: \$			_	
Total Cost: \$				
DEPARTMENT: Finance D	EPARTMENT DIRECTOR	R-APPROVAL:		
DIVISION DIRECTOR APPROVAL:				
	X		-1	_
Reviewed by: Internal Auditor: Gener	al Counsel:	Executive Dir	ector:	
BOARD ACTION:				
Approved: □ Tabled: □ Disap	proved:   Re	commendation F	Revised: 🗆	
Comments:				
Date:	Recording Clerk:			

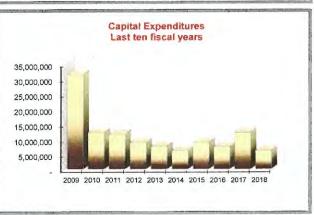
### FLORIDA KEYS AQUEDUCT ACCHORIT®

## Financial Analysis May 31, 2018

		Balance shee	et summary		
	- T-10	oral montholic	Increase (decrease) from last month	Increase (decrease) from last year-end	
Cash, cash equivalents and investments	\$	45,557,814	13.9%	-10.0%	
Capital assets, net of depreciation		266,124,047	0.0%	-0.6%	
Other assets		14,511,453	-8.2%	7.0%	
Total assets	Parameter Street	326,193,314	0.5%	-1.7%	
Deferred outflow of resources		37,253,582	0.00%	-0.02%	
Long-term debt (including current portion)		203,476,280	0.0%	-0.3%	
Other liabilities		13,489,788	24.1%	-17.5%	
Total liabilities	over the same	216,966,068	1.2%	-2.6%	
Deferred Inflow of resources		1,678,306	0.00%	0.00%	
Net assets	\$	144,802,522	-0.7%	0.1%	

	Reve	nue and expe	ense summai	У		
			Increase (decrease from same month			Increase (decrease) from year-to-date
	Mor	th-to-date	last year	Y	ear-to-date	last year
Net operating revenues	\$	5,176,079	1.9%	\$	40,936,024	0.0%
Interest income		60,049	26.7%		433,080	93.9%
Other income		(542,951)	-1416.1%		484,685	100.0%
Total income	II COSA IT	4,693,177	-9.2%	(Inches and Inches and	41,853,789	0.6%
Operating expenses (less depreciation)	(	4,626,434	51.8%		30,745,881	23.0%
Depreciation		1,433,025	11.5%		10,220,888	-1.0%
Interest expense		474,259	-1.8%		3,714,348	1.7%
Other expenses		(8,123)		No	(101,465)	
Total expenses	-	6,525,595	35.5%	- Company	44,579,652	13.7%
Excess of revenues over expenses		(1,832,418)			(2,725,863)	
System development fees and other contributions		773,879	-54.6%		2,823,452	-30.2%
Change in net assets	\$	(1,058,539)		\$	97,589	





	Financi	al indica	ators			
	A STATE OF THE STA	Curre	ent month-end	Las	t month-end	Last year-end
	Unrestricted net assets	\$	6,465,713	\$	9,653,844	\$ 9,746,645
	Current cash and investments to current liabilities		2.2		2.4	2.1
	# months operating expenses in cash and investments		3.3		3.9	2.3
	Working capital (current assets less current liabilities) to total assets		0.1		0.1	0.1
	Net assets to total assets		0.4		0.4	0.4
	Average rate of return on investments (year to date)		1.44%		1.35%	0.73%
	% of total annual budgeted revenue earned (year to date)		66.6%		58.1%	103.8%
	% of total annual budget expended (year to date)		61.8%		54.2%	100.8%
	Total capital expenditures (year-to-date)	\$	6,206,267	\$	5,162,256	\$ 12,202,582
į.	Total capital improvement commitments	\$	7,867,726	\$	6,782,784	\$ 8,374,324

#### STATEMENT OF NET POSITION May 31, 2018

,,,_,, - ,	
Assets	
Current assets Unrestricted current assets	
Cash and cash equivalents [recs]rents	12,116,281 20,000,000
Receivables:	20,000,000
Accounts - sustamers Accounts - other	4,485,125 3,196,359
Interest	282,207
Current portion of assessments Material and supplies	341,919 2,606,738
Prepaid expenses and other current assets	1,152,364
Total unrestricted current assets Restricted current assets	44,180,989
Cash and cash equivalents	10,519,993
Investments Interestrate swap collateral	•
Total restricted current assets	10,519,993
Total current assets	54,700,982
1400	
Noncurrent assets Restricted noncurrent assets	
Cash and cash equivalents	2,921,540
Investments Total restricted noncurrent assets	2.921.540
TOTAL JOSEPH CONTROLLER ASSOC	E,021,040
Capital assets	504,682,232
Capital assets in service Construction in progress	21,759,275
Less accumulated depreciation	(260,317,460)
Capital assets, net of accumulated depreciation	265,124,047
Assessments receivable, not of current portion Total nencurrent assets	2,446,745 271,492,332
i offi lifelichtight gazage	200,200,112
Total assets	326,193,314
Deferred outflow of resources	
Accumulated change in fair value of hedging derivatives	10,838,557
Deferred amount on debt refundings	2,527,706
Pension	8,691,842 15,195,477
Navy Wastowater	37,253,582
Liabilities	
Current liabilities Current liabilities payable from unrestricted assets	
Accounts payable	1,743,285
Accrued wages and benefits Uneamed receipts	891,100
Other liabilities	2,598,159
Total current liabilities payable from unrestricted assets Current liabilities payable from restricted assets	5,032,544
Customer deposits Interest payable	2,021,540 634,061
Advances from other governments	4,901,543
Current portion of credit due to US government Current portion of bonds payable	937,846 4,368,174
Curent partion of compensated absenses	305,216
Total current liabilities payable from restricted assets	14,068,280_
Total current liabilities	19,100,824
Long-term liabilities	
Credit due to US government Bonds payable	28,144,786 137,056,091
Derivative instrument - swap	10,836,557
Compensated absences Net OPEB obligation	3,052,156 2,675,695
Net pension liabilities	21,708,595 203,476,280
Less current portion	(5,611,036)
Total long-term liabilities	197,865,244
Total liabilities	216,966,068
Defermed Inflammation of the comment	
Deferred Inflow of resources	4 670 306
Pension	1,678,306
Not continu	
Net position Invested in capital assets, not of related debt	129,484,910
Restricted: Debt service	2,757,928
Capital projects	3,172,431
Other purposes Unrestricted	2,921,540 6,465,713
Total net position	<b>\$ 144,802,522</b>

## STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS For the eight months ending May 31, 2018

			M	onth-to-date					Ye	ear-to-date		
		This year		Lestungs	,	Increase		This year		Lantinar		Increase
One water water water		This year		Last year	(	(decrease)	_	This year		Last year	- (1	decrease)
Operating revenue												
Metered revenue water:	\$	2.219.848	•	2.127.395	•	92,453	s	17,240,659	•	17,453,952	S	(213,293)
Residential	Ф		Ψ	1,661,884	Φ	37,144	Φ	13,268,303		13,377,878	Ψ	(109,575)
Commercial		1,699,028 84,919		85,689		(770)		730,470		748,656		(18,186)
U. S. Navy				00,000		11				73,929		
Other governmental		11		20.000				(20)		243,956		(73,949) 46,744
Senior citizens		29,816		30,926		(1,110)		290,700		83,895		(13,693)
Reclaimed water		10,430		11,712		(1,282)		70,202		03,033		(13,093)
Metered revenue wastewater:		540.047		E00 04E		0.500		4 400 750		2 762 474		250 570
Residential		510,317		500,815		9,502		4,120,750		3,762,171		358,579
Commercial		70,514		79,789		(9,275)		596,669		579,690		16,979
U. S. Navy		120,488		125,467		(4,979)		1,029,404		1,016,748		12,656
Other governmental		566		1,011		(445)		4,196		6,968		(2,772)
Senior citizens		10,217		10,293		(76)		99,954		65,278		34,676
Total metered revenue	_	4,756,154		4,634,981		121,173		37,451,287		37,413,121		38,166
Other operating revenue		470,480		465,156		5,324		3,778,376		3,787,595		(9,219)
Total operating revenue		5,226,634		5,100,137		126,497		41,229,663		41,200,716		28,947
Less: abatements		(50,555)		(19,054)		(31,501)		(293,639)		(252,115)		(41,524)
Net operating revenue		5,176,079		5,081,083		94,996		40,936,024		40,948,601		(12,577)
Operating expenses												
Source of supply		49,289		41,208		8,081		514,271		382,161		132,110
Water treatment		449,003		131,518		317,485		2,638,942		2,262,910		376,032
Transmission		611,070		409,186		201,884		3,814,239		3,350,839		463,400
		-		651,712		123,322		6,441,102		4,924,961		1,516,141
Distribution		775,034				115,646				2,210,193		138,357
Customer accounts		382,010		266,364	1			2,348,550				1,624,799
General and administration		1,928,101		1,269,434		1 658,667		11,287,049		9,662,250		
Wastewater treatment		121,385		108,033		13,352		824,962		889,728		(64,766)
Wastewater collection		310,542		170,345		140,197		2,876,766		1,313,815		1,562,951
Depreciation		1,433,025		1,285,309		147,716		10,220,888		10,320,375		(99,487)
Total operating expenses		6,059,459		4,333,109		1,726,350	_	40,966,769		35,317,232		5,649,537
Utility operating income		(883,380)		747,974		(1,631,354)		(30,745)		5,631,369		(5,662,114)
Non-operating revenues (expenses)												
Interest income		60,049		47,399		12,650		433,080		223,359		209,721
Other income		(542,951)		41,254		(584,205)		484,685		442,560		42,125
Gain (loss) on disposal of assets and inventory		8,123		-		8,123		251,498		2,456		249,042
Interest expense		(474,259)		(483,090)		8,831		(3,714,348)		(3,652,545)		(61,803)
Other financing fees				(1,250)		1,250		(150,033)		(218,113)		68,080
Bond issuance costs		_		-		-		-		(23,467)		23,467
Amortization		-		_				-		_		-
Total non-operating revenues (expenses)		(949,038)		(395,687)		(553,351)		(2,695,118)		(3,225,750)		530,632
Net income before contributions		(1,832,418)		<b>352</b> ,287		(2,184,705)		(2,725,863)		2,405,619		(5,131,482)
Capital contributions		773,879		1,704,490		(930,611)		2,823,452		4,046,159		(1,222,707)
Change in net position	s	(1,058,539)	s	2,056,777	\$	(3,115,316)	\$	97,589	\$	6,451,778	\$	(6,354,189)
Net position, beginning of period		45,861,061			<u>-</u>	<u> </u>		144,704,933	<u> </u>	-1111	*	
Net position, end of period	\$ 1	44,802,522					\$	144,802,522				

## SCHEDULE OF OPERATING EXPENSES For the eight months ending May 31, 2018

		N	lon	th-to-date				Y	ear-to-date	
		This year	L	ast year	Increase decrease)	-	This year		Last year	increase decrease)
		-		<u> </u>	 		•			 
Salaries	\$	2,345,102	\$	1,377,010	\$ 968,092	\$	12,830,086	\$	11,242,782	\$ 1,587,304
Salaries (capitalized)		70.710		48,495	22,215		532,919		363,033	169,886
Overtime Overtime (capitalized)		70,710		40,430	22,215		332,919		303,033	109,000
Overtime (capitalized) Retirement		217,600		212,754	4,846		1,448,685		1,234,342	214,343
Payroll taxes		184,487		112,714	71,773		1,012,148		900,178	111,970
Employee health insurance		222.655		200,078	22,577		2,492,122		2,292,437	199,685
Other benefits		6,946		9,815	(2,869)		80,089		54,713	25,376
Electricity		288,494		265,067	23,427		1,910,755		1,884,593	26,162
Fuel for power production		21,259		2,671	18,588		111,654		35,267	76,387
Chemicals		159,090		19,378	139,712		1.141,514		1,094,840	46,674
Maintenance and materials		385,104		311,365	73,739		2,909,989		2,429,613	480.376
Maintenance and materials - construction		(18,320)		6,111	(24,431)		209,364		170,595	38,769
Emergency materials and supplies		13,612		-,	13,612		2,307,054		,	2,307,054
Engineering services		6,000		225	5,775		52,472		10,553	41,919
Accounting and auditing services		.,			-,		88,489		79,500	8,989
Legal services				610	(610)		2,874		13,026	(10, 152)
Other consulting and support services		117,206		102,850	14,356		760,986		762,345	(1,359)
Outsourced operations		272 948		88,828	184,120		620,826		447,870	172,956
Sludge removal		21,222		8,372	12,850		82,794		83,210	(416)
Rental of building - real property		466		1,752	(1,286)		5,104		12,316	(7.212)
Rental expense - equipment		1,799		1,800	(1)		18,487		16,782	1.705
Transportation expense		55,057		39,978	15,079		289,202		208,333	80,869
Insurance-vehicle		5,585		6,526	(941)		44,512		51,783	(7,271)
Vehicle repairs (net of insurance reimbursements)				6,008	(6,008)		(2,696)		13,094	(15,790)
Insurance-general liabilities		9,363		8,563	800		76,540		67,924	8,616
General liability claims (net of insurance reimbursements)					-		25,979		10,265	15,714
Insurance-workers' compensation		23,946		22,346	1,600		191,570		178,766	12,804
Workers compensation (net of insurance reimbursements)				1,435	(1,435)		35,686		24,708	10,978
Insurance-other		85,471		70,661	14,810		605,592		580,612	24,980
Other claims and damages		3,015		(7,795)	10,810		(228,517)		(8,085)	(220,432)
Advertising		9,639		6,649	2,990		41,138		34,026	7,112
Bad debt expense		10,000		6,750	3,250		47,140		54,000	(6,860)
Office supplies		8,363		6,494	1,869		54,241		52,163	2,078
Bank charges		51,371		50,718	653		375,386		342,021	33,365
Cashiers over/short		10		-	10		52		(53)	105
Other utilities and technical services		63,700		44,829	18,871		496,677		304,563	192,114
Postage		3,444		1,755	1,689		15,625		17,531	(1,906)
Travel		7,238		4,099	3,139		47,114		34,658	12,456
Training		10,979		4,421	6,558		33,202		23,631	9,571
Miscellaneous		13,081		19,842	(6,761)		97,709		101,450	(3,741)
Public Information and outreach		6,453		13,702	(7,249)		19,061		42,771	(23,710)
Misc. Freight		303		763	(460)		3,028		4,610	(1,582)
Less: administrative overhead (capitalized)	_	(56,964)		(29,839)	(27,125)		(140,771)		(269,909)	 129,138
Total operating expenses before depreciation		4,626,434	:	3,047,800	1,578,634		30,745,881		24,996,857	5,749,024
Depreciation		1,433,025		1,285,309	147,716		10,220,888		10,320,375	 (99,487)
Total operating expenses	\$	6,059,459	\$ 4	4,333,109	\$ 1,726,350	\$	40,966,769	\$	35,317,232	\$ 5,649,537

#### **BUDGETARY COMPARISON SCHEDULE** For the eight months ending May 31, 2018

	Budgeted e	xpenditures	Actual e	xpenditures	% of budget	Budget
	Original	Adjusted		e Year-to-date	expended	remaining
Capital expenditures:						
Additions to capital assets	\$ 3,732,300	\$ 4,419,000	\$ 508,493	\$ 2,325,854	52.6%	\$ 2,093,146
Salaries (capitalized)	1,033,800	1,033,800	67,552		37%	654,869
Overtime (capitalized)	 _	-	916		ла	(20,453)
Total Capital Outlay	 4,766,100	5,452,800	576,961	2,725,238		2,727,562
Operating expenses:						
Personnel services						
Salaries	18,932,100	19,419,100	2,345,102	12,830,086	66%	6,589,014
Overtime	483,600	683,600	70,710		78%	150,681
Retirement	1,797,400	2,397,400	217,600		60%	948,715
Payroll taxes	1,564,500	1,564,500	184,487		65%	552,352
Employee health insurance	3,600,000	3,600,000	222,655		69%	1,107,878
Other benefits	 229,000	229,000	6,946		35%	148,911
Total personnel services	26,606,600	27,893,600	3,047,500	18,396,049		9,497,551
Other operating expenses		_ ,				
Electricity	3,192,500	3,192,500	286,494		60%	1,261,745
Fuel for power production	83,500	133,500	21,259		84%	21,846
Chemicals	2,157,700	2,157,700	159,090		53%	1,016,186
Maintenance and materials	3,975,900	4,527,900	385,104		64%	1,617,911
Maintenance and materials - construction	-		(18,320		na	(209,364)
Emergency materials and supples	-	2,432,500	13,612		95%	125,446
Engineering services	290,000	290,000	6,000		18%	237,528
Accounting and auditing services	89,500	169,500		88,489	52%	81,011
Legal services	30,000	30,000		2,874	10%	27,126
Other consulting and support services	1,579,700	1,579,700	117,206		48%	818,714
Outsourced operations	1,681,300	1,896,300	272,948		33%	1,275,474
Sludge removal	294,000	294,000	21,222		28%	211,206
Rental of building - real property	14,000	14,000	466		37%	8,896
Rental expense - equipment	63,000	63,000	1,799		29%	44,513
Transportation expense	495,600	495,600	55,057		58%	206,398
Insurance-vehicle	110,000	110,000	5,585		41%	65,488
Vehicle repairs (net of insurance reimbursements)		407.000	0.000	(2,696)	na	2,696
Insurance-general liabilities	137,000	137,000	9,363		56%	60,460
General liability claims (net of insurance reimbursements)	-	-	-	25,979	na	(25,979)
Insurance-workers' compensation	270,000	270,000	23,946		71%	78,430
Workers compensation (net of insurance reimbursements)	-	-	-	35,686	па	(35,686)
Insurance-other	993,300	993,300	85,471		61%	387,708
Other claims and damages		-	3,015		na	228,517
Advertising	69,000	69,000	9,639		60%	27,862
Bad debt expense	81,000	81,000	10,000		58%	33,860
Office supplies	144,000	144,000	8,363		38%	89,759 144,614
Bank charges	520,000	520,000	51,371		72%	
Cashiers over/short	040.000	-	10		na e49/	(52)
Other utilities and technical services	819,900	819,900	63,700	,	61%	323,223
Postage	38,300	38,300	3,444		41% 29%	22,675 115,286
Travel	162,400	162,400	7,238 10,979		29% 22%	120,198
Training	153,400	153,400	,	,	60%	65,291
Miscellaneous	163,000 129,000	163,000 129,000	13,081 6,453		15%	109,939
Public Information and outreach	10,000	10,000	303		30%	6,972
Misc. Freight Total other operating expenses	17,747,000	21,076,500	1,635,898		3076	8,585,897
Total operating expense budget	44,353,600	48,970,100	4,683,398			18,083,448
Total operating budget	 19,119,700	54,422,900	5,260,359	33,611,890	<u> </u>	20,811,010
	 	· · · · · · · · · · · · · · · · · · ·	<del></del>			
			5,260,359		61.8%	\$ 20,811,010
Lose: Capital expenditures			(576.961	) (2.725.238)		

Less: Capital expenditures

Administrative overhead capitalized

Add: Depreciation
Total actual operating expenses

(576,961) (2,725,238)(140,771) 10,220,888 (56,964) 1,433,025

\$ 6,059,459 \$ 40,966,769

## Florida Keys Aqueduct Authority

### Cash Summary

May 31, 2018

Cash Investments Total cash and investments	\$ 25,557,814.15 20,000,000.00 <b>45,557,814.15</b>
Externally restricted by statute or covenant  Debt service reserves  Monroe County funds advanced for wastewater construction  Grant match for on-site wastewater project  Bond proceeds held for future projects	(5,158,287.03) (4,916,943.23) (1,296,050.00) (2,070,253.00)
Cash and investments at board's discretion	32,116,280.89
Board restrictions Contingency fund for unanticipated losses Operating reserve (3 months of minimal operating expenses)	(2,982,531.81) (9,000,000.00)
Cash and investments after board restrictions	20,133,749.08
Other set asides Customer deposits Reserve for self-retained health care claims	(2,921,540.00) (1,128,290.13)
Cash and investments available for capital projects Capital project contract balances outstanding funded from reserves	<b>16,083,918.95</b> (7,867,725.93)
Cash and investments available for future projects	\$ 8,216,193.02

### BUDGET AMENDMENTS AND TRANSFERS For the year ending September 30, 2018

	Original budget	Amendments	Budget transfers	Adjusted budget
Capital expenditures:				
Utility plant in service	\$3,732,300	\$ 672,700	\$ 14,000 \$	4,419,000
Salaries (capitalized)	1,033,800	-	-	1,033,800
Overtime (capitalized)	-		Pr.	-
Total operating capital expenditures	4,766,100	672,700	14,000	5,452,800
Operating expenses:				
Personnel services				
Salaries	18,932,100	487,000	-	19,419,100
Overtime	483,600	200,000	-	683,600
Retirement	1,797,400	600,000	-	2,397,400
payroll taxes	1,564,500	-	-	1,564,500
Insurance	3,600,000	-	-	3,600,000
Other	229,000		-	229,000
Total personnel services	26,606,600	1,287,000	-	27,893,600
Other operating expenses				
Electricty	3,192,500	-	-	3,192,500
Fuel for power production	83,500	50,000	-	133,500
Chemicals	2,157,700	-	-	2,157,700
Maintenance and materials	3,975,900	566,000	(14,000)	4,527,900
Emergency materials and supplies		2,432,500		2,432,500
Engineering services	290,000	-	-	290,000
Accounting and auditing services	89,500	80,000	-	169,500
Legal services	30,000	-	-	30,000
outsourced operations	1,681,300	215,000	-	1,896,300
Other consulting and support services	1,579,700	-	-	1,579,700
Sludge removal	294,000	-		294,000
Rent expense-building	14,000	-	_	14,000
Rent expense-equipment	63,000	-		63,000
Transportation expenses	495,600	-	2	495,600
nsurance - vehicle	110,000	-	_	110,000
nsurance - general liabilities	137,000	_	-	137,000
nsurance - workers' compensation	270,000	-		270,000
nsurance - property and flood	993,300	_	-	993,300
Advertising	69,000		_	69,000
Bad debt expense	81,000	_		81,000
Office supplies	144,000		_	144,000
Other utilities and technical services	819,900	_	-	819,900
Postage	38,300	_		38,300
Fravel	162,400	-	_	162,400
Fraining	153,400	-	-	153,400
Miscellaneous other	163,000	-	0-	163,000
Bank charges	520,000	-	-	520,000
Public information and outreach	129,000	_	_	129,000
Miscellaneous-freight	10,000	_		10,000
Total other operating expenses	17,747,000	3,343,500	(14,000)	21,076,500
Total operating expense budget	44,353,600	4,630,500	(14,000)	48,970,100
Total operating budget \$	49,119,700	\$ 5,303,200	\$ - \$	54,422,900

## BUDGET AMENDMENTS For the year ending September 30, 2018

Date of

Date of					
	Board				
Amendment #	Approval	Account	Description and justification	Amount	
1	11/15/2017	1-4108-10100-99	Purchase of new vehicles	345,000	
1	11/15/2017	1-4208-10100-99	Purchase of new vehicles	95,500	
2	12/20/2017	1-4001-10100-99	Purchase of new gas fueling stations	33,600	
2	12/20/2017	1-5060-10100-99	Purchase of new gas fueling stations	13,500	
3	1/31/2018	1-4214-62003-14	Emergency Services & Repairs to Infrastructure	627,100	
3	1/31/2018	1-4101-62003-08	Emergency Services & Repairs to Infrastructure	104,500	
3	1/31/2018	1-5001-62003-04	Emergency Services & Repairs to Infrastructure	147,800	
4	1/31/2018	1-4201-10100-99	Purchase of backhoe	87,300	
5	1/31/2018	1-5060-10100-99	Emergency purchase of a Centrifuge Control System	39,800	
6	1/31/2018	1-4101-62003-08	FlaWam Mutual Aid Agreement provided after Hurricane Irma	170,700	
7	2/28/2018	1-2021-83500-10	Purchase of e-builder, a web based const mngmt software	215,000	
		1-4301-62003-08	Emergency Services & Repairs to Infrastructure	17,900	
8	2/28/2018		Emergency Services & Repairs to Infrastructure	95,000	
8	2/28/2018	1-4214-62003-14		244,500	
8	2/28/2018	1-2021-62003-10	Emergency Services & Repairs to Infrastructure Water Meter Interface units	366,000	
9	3/28/2018	1-2027-62001-08		75,000.00	
10	5/23/2018	1-4201-62003-08	Emergency Services & Repairs to Infrastructure	58,000.00	
10	5/23/2016	1-5020-10100-99	Purchase of new AC chiller Emergency Services & Repairs to Infrastructure		
10	5/23/2018	1-4214-62003-14	=	691,000.00	
10	5/23/2018	1-4301-62003-08	Emergency Services & Repairs to Infrastructure	85,000.00	
10	5/23/2018	1-8010-62003-10	Emergency Services & Repairs to Infrastructure	34,000.00	
10	5/23/2018	1-4201-62003-08	Emergency Services & Repairs to Infrastructure	105,000.00	
10	5/23/2018	1-8020-62003-10	Emergency Services & Repairs to Infrastructure	20,000.00	
10	5/23/2018	1-4101-62003-08	Emergency Services & Repairs to Infrastructure	15,000.00	
10	5/23/2018	1-4205-61600-06	Fuel for power production	10,000.00	
10	5/23/2018	1-5020-61600-06	Fuel for power production	35,000.00	
10	5/23/2018	1-4104-61600-08	Fuel for power production	5,000.00	
10	5/23/2018	1-4108-62001-08	materials and supplies	30,000.00	
10	5/23/2018	1-4216-62001-14	materials and supplies	16,000.00	
10	5/23/2018	1-4110-62001-02	materials and supplies	154,000.00	
10	5/23/2018	1-1011-63200-10	contractual services acct.	80,000.00	
10	5/23/2018	1-2021-60101-10	salaries	100,000.00	
10	5/23/2018	1-3032-60101-09	salaries	50,000.00	
10	5/23/2016	1-4001-60101-10	salaries	100,000.00	
10	5/23/2018	1-4214-80101-14	salaries	87,000.00	
10	5/23/2016	1-5001-60101-04	salaries	100,000.00	
10	5/23/2018	1-6010-60101-10	salaries 	50,000.00	
10	5/23/2018	1-5060-60103-10	overtime 	100,000.00	
10	5/23/2018	1-4102-60103-08	overlime	40,000.00	
10	5/23/2018	1-2022-60103-10	overlime	11,000.00	
10	5/23/2018	1-2023-60103-10	overtime	12,000.00	
10	5/23/2018	1-2025-60103-08	overtime	20,000.00	
10	5/23/2018	1-3037-60103-09	overtime	12,000.00	
10	5/23/2018	1-4202-60103-08	overtime	3,000.00	
10	5/23/2018	1-6010-60103-10	overtime	2,000.00	
10	5/23/2018	1-2021-60401-10	Retirement	100,000.00	
10	5/23/2018	1-4214-60401-14	Retirement	100,000.00	
10	5/23/2018	1-6010-60401-10	Retirement	60,000.00	
10	5/23/2018	1-5060-60401-10	Retirement	40,000.00	
10	5/23/2018	1-5001-60401-04	Retirement	25,000.00	
10	5/23/2018	1-4001-60401-10	Retirement	200,000.00	
10	5/23/2018	1-1012-60401-10	Retirement	25,000.00	
10	5/23/2018	1-3032-60401-09	Retirement	30,000.00	
10	5/23/2018	1-7010-60401-10	Retirement	10,000.00	
10	5/23/2018	1-8010-60401-10	Retirement	10,000.00	

## BUDGET TRANSFERS For the year ending September 30, 2018

ccounti#	/Accountidescription	(Oct	Nov	Dec		Feb	Mar	Apr	(May)	Jun	L Juli X	Aug	(Sep)	Total
10100	Utility plant in service				-		\$ 7,000							\$ 14,
60101	Salaries													
60102	Utility plant in service													
60103	Overtime													
60104	Overtime (capitalized)													
60401	Retirement													
60402	payroll taxes													
60403	Insurance													
60404	Other													
61500	Electricty													
61600	Fuel for power production													
61800	Chemicals													
62001	Maintenance and materials						(7,000)	(7,000)						(14,
63100	Engineering services													
63200	Accounting and auditing services													
63300	Legal services													
63400	Other consulting and support services													
63500	outsourced operations													
63600	Sludge removal													
64100	Rent expense-building													
64200	Rent expense-equipment													
65000	Transportation expenses													
65601	Insurance - vehicle													
65701	Insurance - general liabilities													
65801	Insurance - workers' compensation													
65901	Insurance - property and flood													
66000	Advertising													
67000	Bad debt expense													
67501	Office supplies													
67502	Bank charges													
67505	Other utilities and technical services													
67506	Postage													
67507	Travel													
67509	Training													
67510	Miscellaneous other													
67511	Community Relations													
67512	Water conservation and outreach													
67515	Miscellaneous-freight													
		\$ -	\$ -	\$ -	\$ -	\$ -	s -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$

prepared by Denise Preuss

## Florida Keys Aqueduct Authority

Capital Improvement Plan and Debt Service Budget to Actual Comparison April 30, 2018

	Budgeted costs	Actual costs	Remaining budget
Capital Improvement Plan			
Distribution replacement	4,000,000	1,659,929	2,340,071
Transmission main improvements C-905 Key Largo	4,000,000	867,475	3,998,807
Transmission main replacements-Grassy Key, Islamorada	500,000	1,193	493,244
Cathodic protection, metal piping, tanks	500,000	6,756	493,244
Valve replacement program-Key West	100,000	-	100,000
Gateway meter reading data collectors	350,000	78,230	271,770
Stock Island seawater reverse osmosis plant	400,000	-	400,000
demo/replace water storage tanks-C69 Trumbo Point	550,000	59,079	490,921
Collection system improvement-Key Haven	4,000,000	2,499,077	1,500,923
Connection of Navy system to Big Coppitt	1,100,000	910,200	189,800
Onsite wastewater program	500,000	1,019	498,981
Storage tank flow control	-	36,128	(36,128)
Collection system R/R system wide	250,000	-	250,000
Swim Well	-	38,865	(38,865)
Design of emergency operation plans	-	7,442	(7,442)
Hurricane IRMA Fema projects	-	4,421	(4,421)
Capital salaries to be allocated		36,452	(36,452)
	\$ 16,250,000	\$ 6,206,267	\$ 10,904,452
Debt Service			
Interest expense	\$ 4,519,000	\$ 3,714,348	\$ 804,652
Principal payments	4,345,000	_	4,345,000

8,864,000 \$

3,714,348 \$ 5,149,652

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DOA-02	CON	NSENT:		REGULAR:	×
MEETING DATE:	June 27, 2018	DIVI	ISION:	Administra	tion	
AGENDA TITLE:						
Summary of contr	actual commitments	through May 31, 201	8.			
ITEM BACKGROUN	ID:					
PREVIOUS RELEVA	ANT ACTION BY FKAA	BOARD OF DIRECTORS	3:			
		s, task order approval			Director in th	ne
previous month ar	re included in this rep	ort and highlighted in	n yellow	<i>1</i> .		
STAFF RECOMMEN	NDATION (MOTION):					
SUPPLEMENTAL IN	FORMATION:					
DOCUMENTATION:	Included:	To-Follow:	7	Not F	Required:	
Cost to FKAA:	\$	BUDGE	L ETED:	Yes	_	
Cost to Others: Total Cost:	\$					
	inance	DED A DENGAL MA	ANAGE	APPROVAL		
DEPARTMENT: F	mance	DEPARTMENT MA	Digit	ally signed by Kerry		
DIVISION DEPUTY EX	ECUTIVE DIRECTOR APPR	Kerry She	elby Shell	by s: 2018.06.14 14:55:19 00'		
	emal Auditor:	General Counsel:	TF	Executiv	e Director: 19	
nononou by		4	1			
BOARD ACTION:						
Approved:	Tabled:	Disapproved:	Re	ecommendation	on Revised:	
Comments:						
		Recording Clerk:				

## Florida Keys Aqueduct Authority Summary of contractual commitments Thursday, May 31, 2018

Vendor name	Contract #	Project	Approved	Awarded contract amount	Amendments / change orders	Total paid to date	Remaining commitment	Total FKAA Capital Commitments
Water construction contracts								6/12/2018
.A. LaRocco Enterprises	1094-08	Ocean Reef Transmission Replacement	Board	3,225,656.30	(79,930.54)	3,140,710.76	5,015.00	5,015.0
Florida Design Contractors, Inc.	1141-15	Chlorination Improvments Florida City Plant	Board	106,900.00	-	104,762.00	2,138.00	2,138.00
NV5, Inc.	1145-16	Biscayne Aquifer Saline Water Monitoring Wells	Board	93,935.00	6,400.00	98,385.00	1,950.00	1,950.00
Florida Design Contractors, Inc.	1157-17	Tank Demolition and Misc. Water System Improvements	Board	320,600.00	_	119,871.90	200,728.10	200,728.10
Douglas N. Higgins, Inc.	2323-16	Key Haven Utility Improvements (B & C)	Board	1,430,000.00	_	817,135.62	612,864.38	612,864.3
Charley Toppino and Sons, Inc.	2324-16	Key Haven Utility Improvements (D, E, & F)	Board	800,000.00		743,536.06	56,463.94	56,463.94
J.A. LaRocco Enterprises	2278-12	Tavernier (Atlantic and Sunset Acres) Water Main Replacement	Board	1,570,440.00	_	-	1,570,440.00	1,570,440.0
Total water construction contracts							2,449,599.42	2,449,599.42
Water project design contracts								
CUDANTE	CH4-15	Emergency operations plan for transmission main crossings	Board	45,648.00	59,163.00	49,706.08	55,104.92	55,104.9
CH2MHill					39,163.00			
CH2MHill	CH6-17	Systems on FKAA's Water Transmission Mains	Board	211,964.00	DE 000 TO	119,202.20	92,761.80	92,761.8
Black and Veatch	1130-14	Water/revenue loss management	Board	139,596.00	35,355.70	165,560.81	9,390.89	9,390.8
Atkins	1133-15	Marathon distribution system & integration hydraulic model support	Exec. Dir.	21,580.00	31,820.00	47,754.04	5,645.96	5,645.9
AECOM	1137-15	C-111 transmission main crossing	Board	204,545.00	-	200,248.34	4,296.66	4,296.6
Mathews Consulting	3224-16	Marathon distribution improvements	Board	184,726.00	3,399.50	166,251.14	21,874.36	21,874.3
Water Science Associates	1130-14	Professional service agreement	Exec. Dir.	45,000.00	200,485.00	244,819.59	665.41	665.4
Water Science Associates	1145-16	Modify swim data	Board	29,500.00	58,000.00	87,325.00	175.00	175.0
Water Science Associates	1159-18	Services to plug and abandon three wells	Exec. Dir.	29,700.00	-	9,025.00	20,675.00	20,675.0
Water Science Associates	1160-18	Hydrogeological services realted to Mechanical Integrity Testing	Exec. Dir.	19,500.00	_	4,300.00	15,200.00	15,200.0
CSA Central INC	1161-18	Genral Engineering Services	Exec. Dir.	25,000.00		-	25,000.00	25,000.0
Thomas E. Pope, PA	1101 10	Space Programning, Planning and Conceptual Design Marathon	Exec. Dir.	63,300.00		-	63,300.00	63,300.0
	7054-18	Space Programming, Planning and Conceptual Design KW	Exec. Dir.	161,000.00	7,500.00	_	168,500.00	168,500.0
Thomas E. Pope, PA	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Space Programming, Flamming and Conceptual Design K44	EACC. DII.	101,000.00	1,500.00			
Total water project and design contracts							482,590.00	482,590.00
Total water capital improvement commitme	ents						2,932,189.42	2,932,189.42
Wastewater construction contracts								
3rd Generation Plumbing Inc.	4029-09	Decentralized Wastewater Treatment Demostration Project	Board	362,967.00		177,076.80	185,890.20	185,890.2
Wharton-Smith Inc.	4051-12	Cudioe SWRF	Board	21,872,000.00	1,107,616.98	22,978,616.98	1,000.00	
Layne Heavy Civil, Inc.	4053-12	Cudjoe design build outer islands	Board	74,558,000.00	26,475,828.47	96,941,854.34	4,091,974.13	
	4058-15 ABC	Key Haven Utility Improvements (A, B, C)	Board	4,387,000.00	564,000.00	3,452,053.95	1,498,946.05	1,498,946.0
Douglas N. Higgins, Inc.		Key Haven Utility Improvements (D, E, F)	Board	1,966,744.00	215,999.84	1,472,010.89	710,732.95	710,732.9
Charley Toppino and Sons, Inc.	4058-15 DEF		Board	921,475.00	223,333.04	379,509.93	541,965.07	,,
Layne Heavy Civil, Inc.	4059-15	Long Key wastewater system	Board	1,847,000.00	719,642.23	1,814,944.59	751,697.64	751,697.6
Charley Toppino and Sons, Inc.	4062-16	Boca Chica NAS Key West Pump Station and FM Extension		2,435,400.00	30,742.00	2,130,347.70	335,794.30	732,037.0
Key Honey Contracting LLC	4067-16	Middle Torch Key Extension to the CRWS	Board		30,742.00			
Key Honey Contracting LLC	4068-17	No Name Key Low Pressure Sewer System	Board	2,092,400.00	-	1,092,653.05	999,746.95	1 620 611 1
Charley Toppino and Sons, Inc.	4070-17	Key Haven FM Transmission System	Board	2,762,000.00	-	1,122,488.50	1,639,511.50	1,639,511.5
Total wastewater construction projects							10,757,258.79	4,786,778.3
Wastewater project design contracts								
Chen & Associates	4044-10	J.R. Dean WTP wastewater meter	Exec. Dir.	24,974.00	10,986.00	30,113.81	5,846.19	5,846.1
Chen Moore	4062-12	Navy transmission	Board	187,600.00	115,740.00	235,082.67	68,257.33	68,257.3
CH2MHill	CH10-12	Programming planning of Cudjoe Regional wastewater system	Board	284,196.00	5,287,080.00	5,510,650.29	60,625.71	
Mathews Consulting	4054-12	Engineer of record for Cudjoe inner islands	Board	140,000.00	923,011.50	993,677.68	69,333.82	_
	4034-12	Decentralized wastewater treatment demo	Board	100,000.00	,	47,725.81	52,274.19	
Wastewater Technologies			Board	135,181.00		125,507.73	9,673.27	9,673.2
Mathews Consulting	4058-15	Key Haven Utility Improvements		34,745.00	_	\$34,672.96	72.04	72.
Brown and Caldwell	4069-17	Big Coppitt WWTP Expansion	Exec. Dir					C4 000
Mathews Consulting	4070-17	Key Haven Force Main	Board	194,281.80	103,153.70	232,526.16	64,909.34	64,903.
Total wastewater project design contracts							330,991.89	148,758.1
Total wastewater capital improvement com	mitments						11,088,250.68	4,935,536.5

## Florida Keys Aqueduct Authority Summary of contractual commitments

Thursday, May 31, 2018

Vendor name	Tast Order#	Project	Approved	Awarded task order amount	Amendments	Total paid to date	Remaining task order
Task orders							
CH2MHill	1-17	SCADA repair and upkeep	Board	45,000.00	75,000.00	106,107.45	13,892.55
CH2MHill	1-18	SCADA repair and upkeep	Board	100,000.00	-	-	100,000.00
CH2MHill	2-17	General Engineering Services	Exec. Dir.	20,000.00		11,373.80	8,626.20
ACR, LLC	1132-15	Water portals	Board	60,000.00	60,000.00	111,000.00	9,000.00
CH2MHill	2-16	SCADA repair and upkeep	Board	45,000.00	45,000.00	84,123.78	5,876.22
CH2MHill	3-17	General technical electrical services	Exec. Dir.	25,000.00	-	13,424.40	11,575.60
CH2MHill	5-15	Technical and programming service	Exec. Dir.	24,492.00	-	14,353.39	10,138.61
Douglas N. Higgins, Inc.	ITB-15-021	Utility service contract	Board	500,000.00	-	276,060.52	223,939.48
Data Flow Systems	Data Flow Syste	r Remote Monitoring and Control System for Lift Stations	Board	149,775.00	-	31,471.16	118,303.84
FJ Nugent	E-One/Sentry	Remote Monitoring Systems for Grinder Pumps	Board	281,300.00	-	108,000.00	173,300.00
Mathews Consulting	1793	Engineering services	Board	50,000.00		48,633.32	1,366.68
Mead and Hunt	1101-09	Technical and strategic assistance for NAS Key West water	Board	30,000.00	43,480.00	61,145.62	12,334.38
Mead and Hunt	4037-09	NAS Wastewater utility services	Exec. Dir.	24,600.00	53,670.00	74,895.00	3,375.00
Raftelis	01-2015	Utility financial consulting services	Exec. Dir.	24,000.00	-	13,075.36	10,924.64
Raftelis	02-2014	System development charges	Exec. Dir.	24,365.00	-	13,562.85	10,802.15
Raftelis	02-2016	Water Revenue Sufficiency	Exec. Dir.	27,200.00	-	24,263.47	2,936.53
Raftelis	03-2016	Wastewater Revenue Sufficiency	Exec. Dir.	18,900.00	-	16,176.75	2,723.25
CH2MHill	05-18	SCADA Modification to Tank Fill Flow Controls	Exec. Dir.	34,729.00	-	8,533.11	26,195.89
Mathews Consulting	1136-18	General Engineering Services	Board	50,000.00	-	1,137.50	48,862.50
Carollo	1158-18	General Engineering Services	Board	50,000.00	-	-	50,000.00
Southeastern Investment Securities	01-18	General requirements	Exec. Dir.	20,000.00	-	8,000.00	12,000.00
Carollo	7002-03	Hurrican Irma Damage Assessment Assistance	Exec. Dir.	34,430.00	-	32,708.50	1,721.50
Carollo	8034-17	Trumbo Tank and Pump Station Replacement	Board	136,677.00	-	51,896.25	84,780.75
CH2MHill	7002-03	Mech/Electrical Damage Assesment Assistance Post Irma	Board	210,537.84	-	120,505.28	90,032.50
Carollo	1154-17	Grassy Key 30 inch Water Transmission main replacement	Board	49,792.00	_	-	49,792.00
Carollo	4053-12	Cudjoe Regional Wastewater System	Exec. Dir.	5,472.00	_		5,472.00
CH2MHill	7-18	Emergency Recovery Assistance	Exec. Dir.	24,000.00	_		24,000.00
CHZIWITIII	7-10	FILIEIREILCA VECOAGIA VZZIZYBIICE	Encu. Dil.	2-1,000.00			2.,500.00
Total task orders	The all the same			BIE BANGE		3877	\$ 1,111,972.33

Current month additions or changes by Executive Director

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

MEETING DATE: June 27, 2018  DIVISION: Administration  AGENDA TITLE: Consideration to declare surplus equipment with a total book value of \$183,881.32 as surplus.  ITEM BACKGROUND: Attached is a list of equipment with a total book value of \$183,881.32 that are no longer of any use or value to the FKAA, due to maintenance repair costs beyond economic repair or maintenance charges beyond the asset's value. The items on Schedule B cannot be solicited for bids due to assets being beyond economical repair. The items on Schedule A can be solicited for bids.  PREVIOUS RELEVANT ACTION BY FKAA BOARD OF DIRECTORS:  STAFF RECOMMENDATION (MOTION): The Board declares equipment with a total book value of \$183,881.32 as surplus.  SUPPLEMENTAL INFORMATION:  DOCUMENTATION: Included: X To-Follow: Not Required: No Total Cost: \$ 183,881.32 BUDGETED: Yes No DEPARTMENT: DEPARTMENT DIRECTOR APPROVAL:  EXEMPLY G Stelby  DIVISION DIRECTOR APPROVAL:  Reviewed by: Internal Auditor: General Counsel: QTF Executive Director: BOARD ACTION:  Approved: Tabled: Disapproved: Recommendation Revised: Tomments:  Date: Recording Clerk: Recording Clerk:	AGENDA ITEM:	DOA- <i>O3</i>	CONSENT	REGULAR: X
AGENDA TITLE: June 27, 2018  AGENDA TITLE: Consideration to declare surplus equipment with a total book value of \$183,881.32 as surplus.  ITEM BACKGROUND: Attached is a list of equipment with a total book value of \$183,881.32 that are no longer of any use or value to the FKAA, due to maintenance repair costs beyond economic repair or maintenance charges beyond the asset's value. The items on Schedule B cannot be solicited for bids due to assets being beyond economical repair. The items on Schedule A can be solicited for bids.  PREVIOUS RELEVANT ACTION BY FKAA BOARD OF DIRECTORS:  STAFF RECOMMENDATION (MOTION): The Board declares equipment with a total book value of \$183,881.32 as surplus.  SUPPLEMENTAL INFORMATION:  DOCUMENTATION: Included: X To-Follow: Not Required: Notal Cost to FKAA: \$ 183,881.32 BUDGETED: Yes No Cost to Others: \$ 100 Cost to FKAA: \$ 183,881.32 BUDGETED: Yes No Cost to Others: \$ 100 Cost to FKAA: \$ 183,881.32 BUDGETED: Yes DEPARTMENT: DEPARTMENT DIRECTOR APPROVAL:  Kerry G Stelby  Reviewed by: Internal Auditor: A General Counsel: RTF Executive Director: BOARD ACTION:  Approved:   Tabled: Disapproved: Recommendation Revised: Comments:				\ <u></u>
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STAFF RECOMMENDATION (MOTION): The Board declares equipment with a total book value of \$183,881.32 as surplus.  DOCUMENTATION: Included: X To-Follow: Not Required: Cost to FKAA: \$ 183,881.32 BUDGETED: Yes No Cost to Others: \$ 183,881.32 BUDGETED: Yes No Cost to Others: \$ 183,881.32 BUDGETED: Yes Society Others: Soci	of any use or value to charges beyond the a	o the FKAA, due to maint asset's value. The items (	enance repair costs beyond eco on Schedule B cannot be solicite	nomic repair or maintenance
SUPPLEMENTAL INFORMATION:  DOCUMENTATION: Included: X To-Follow: Not Required: Cost to FKAA: \$ 183,881.32 BUDGETED: Yes No Cost to Others: \$ Total Cost: \$ 183,881.32  DEPARTMENT: DEPARTMENT DIRECTOR APPROVAL:  DIVISION DIRECTOR APPROVAL: Kerry G Shelby  Reviewed by: Internal Auditor: General Counsel: RTF Executive Director: BOARD ACTION:  Approved: Tabled: Disapproved: Recommendation Revised: Comments:	PREVIOUS RELEVA	NT ACTION BY FKAA E	BOARD OF DIRECTORS:	
DOCUMENTATION: Included: X To-Follow: Not Required: Cost to FKAA: \$ 183,881.32 BUDGETED: Yes No Cost to Others: \$ Total Cost: \$ 183,881.32  DEPARTMENT: DEPARTMENT DIRECTOR APPROVAL:    DIVISION DIRECTOR APPROVAL:   Kerry G Shelby	STAFF RECOMMEN as surplus.	DATION (MOTION): The	Board declares equipment with	a total book value of \$183,881.32
Cost to FKAA: \$ 183,881.32 BUDGETED: Yes No DEPARTMENT: DEPARTMENT DIRECTOR APPROVAL:  DIVISION DIRECTOR APPROVAL:  Reviewed by: Internal Auditor: General Counsel: RTF Executive Director: BOARD ACTION:  Approved: Tabled: Disapproved: Recommendation Revised: Comments:	SUPPLEMENTAL IN	FORMATION:		
Cost to Others: \$	DOCUMENTATION:	Included: X	To-Follow:	Not Required:
Reviewed by: Internal Auditor:  BOARD ACTION:  Approved:  Tabled:  Disapproved:  Recommendation Revised:  Comments:	Cost to Others:	\$	BUDGETED:	Yes No No
Reviewed by: Internal Auditor: General Counsel: RTF Executive Director: BOARD ACTION:  Approved: Tabled: Disapproved: Recommendation Revised: Tomments:	DEPARTMENT:		DEPARTMENT DIRECTO	R APPROVAL:
BOARD ACTION:  Approved: Tabled: Disapproved: Recommendation Revised: Comments:	DIVISION DIRECTO	PR APPROVAL:	Kerry G Shelby	
Approved: Tabled: Disapproved: Recommendation Revised: Comments:	Reviewed by: Interr	nal Auditor:	General Counsel: RTF	Executive Director:
Comments:	BOARD ACTION:			
				ecommendation Revised: :

SCHEDUL							
Asset ID	Asset Description	Asset Class ID	Reason for Surplusing	Acquisition Date	Acquisition Cost	Depreciation	Net Book Value
	05- Vehicles		***				
14993	2018 RV #899	05010	No longer needed- Employee moved back into home	10/24/2017	29,097.00	1,939.84	27,157.16
14995	2018 RV #902	05010	No longer needed- Employee moved back into home	10/24/2017	18,733.00	1,248.88	17,484.12
15000	2018 RV-#904	05010	No longer needed- Employee moved back into home	10/24/2017	26,528.00	1,768.56	24,759.44
15001	2018 RV #894	05010	No longer needed- Employee moved back into home	10/24/2017	30,811.00	2,054.08	28,756.92
15005	2018 RV- #901	05010	No longer needed- Employee moved back into home	10/24/2017	18,733.00	1,248.88	17,484.12
15007	2018 RV #903	05010	No longer needed- Employee moved back into home	10/24/2017	25,645.00	1,709.68	23,935.32
15008	2018 RV #906	05010	No longer needed- Employee moved back into home	10/24/2017	25,280.00	1,685.36	23,594.64
11865	2004 Ford F150 #137	05005	Beyond economical repair	4/12/2004	15,632.00	15,632.00	
11870	2004 Ford F150 #139	05005	Beyond economical repair	4/25/2004	13,434.00	13,434.00	
12438	2006 GMC Sierra # 154	05005	Beyond economical repair	5/25/2006	13,712.00	13,712.00	
12825	2007 Ford Econoline Van #337	05005	Beyond economical repair	5/17/2007	14,254.00	14,254.00	
12829	2007 Ford Econoline Van #198	05005	Beyond economical repair	6/5/2007	16,941.00	16,941.00	
12856	2007 Dodge/Ram #194	05005	Beyond economical repair	7/25/2007	26,343.00	26,343,00	=
13052	2007 Chevy Silverado #187	05010	Beyond economical repair	4/14/2008	26,910.00	26,910.00	-
13551	1991 Ford/F600 Bucket Truck #605	05005	Beyond economical repair	3/21/2011	4,000.00	4,000.00	-
13689	2012 Ford F/350 #505	05010	Beyond economical repair	3/1/2012	26,566.70	16,604.19	9,962.51
					332,619.70	159,485.47	173,134.23
Total Class	04- Equipment						
12677	American/Signal Message Sign #847	04010	Beyond economical repair/replaced with new	11/30/2006	13,985.00	13,985.00	_
12126	Cement Mixer #220	04010	Beyond economical repair/replaced with new	11/18/2003	2,928.00	2,928.00	
11221	Chemical Container Trailer #279	04010	Beyond economical repair/replaced with new	5/18/2001	6,200.00	6,200.00	
08342	Air Compressor #248	04010	Beyond economical repair/replaced with new	6/4/1996	,	9,349.00	_
					32,462.00	32,462.00	-

Total Schedule A	\$ 365,081.70	5	191,947.47 \$	173,134.23

CHEDULE	B						
Asset ID		Asset Class	ID Reason for Surplusing	Acquisition Date	Acquisition Cost	Depreciation	Net Book Value
	02- Building & Structures		-1.	- / /			
904	HRS Aerobic System	02025	Obsolete	5/20/2004	21,004.99	11,622.92	9,382.07
tal Class	03-						
234	Ice Machine	03005	Beyond economical repair/replaced with new	3/20/2001	2,400.00	2,400.00	-
792	Time Cłock	03005	Obsolete	2/12/2007	2,411.66	2,411.66	-
794	Time Clock	03005	Obsolete	2/12/2007	2,411.66	2,411.66	-
797	Time Clock	03005	Obsolete	2/12/2007	2,411.67	2,411.67	
					9,634.99	9,634.99	-
tal Class	Pressure Washer	04005	Beyond economical repair/ replaced with new	2/18/2000	1,735.90	1,735.90	
582 471	Lawn Tractor	04005	Beyond economical repair/ replaced with new	4/21/2010	1,999.00	1,999.00	
		04008	Beyond economical repair/replaced with new	8/1/2002	4,787.50	4,787.50	•
422	Power Unit	04010	Beyond economical repair/replaced with new	5/1/1986	1,886.25	1,886.25	•
872	Pump			5/1/1986	1,886.25		
373	Pump	04010	Beyond economical repair/ replaced with new	, ,	,	1,886.25	-
325	Crane	04010	Beyond economical repair/ replaced with new	11/27/2001	7,050.17	7,050.17	-
841	Compressor	04010	Beyond economical repair/ replaced with new	6/22/2007	2,124.45	2,124.46	•
					21,469.53	21,469.53	
tal Clas	s 10-						
104	Meter	10008	Beyond economical repair/ replaced with new	10/1/1988	1,618.00	1,618.00	
atai Clas	s 13- Computer Equipment						
426	Printer	13005	Beyond economical repair	8/12/2002	3,019.66	3,019.66	
230	Server	13005	Beyond economical repair	1/12/2005	8,441.00	8,441.00	-
248	Server	13005	Beyond economical repair	1/12/2005	8,441.00	8,441.00	
277	Laptop	13005	Beyond economical repair	7/26/2005	3,150.00	3,160.00	
542	Kiosk	13005	Obsolete	9/28/2011	21,612.46	21,612,46	
092	Printer	13005	Beyond economical repair	9/19/2014	4,550.00	3,184.98	1,365.02
		13003		-,,	49,224.12	47,859.10	2,000.02
				Total	\$ 102,951.63	\$ 92,204.54	S 10,747.09
				.0.2.	102,032,03	- JE,EU-7,JH	5 10,177.03

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DOA- 04_	CONSE	NT:	REGULAR:	X			
MEETING DATE:	June 27, 2018	DIVISIO	N: Administra	ition				
AGENDA TITLE:								
Consideration to a amount of \$91,934		of three Fly-Away Eme	gency Satellite	Systems in t	he			
ITEM BACKGROUN	D:							
-	e Internet access, wir current network prov	reless data access and viders.	phone service	when extende	∍d			
PREVIOUS RELEVA	NT ACTION BY FKAA B	OARD OF DIRECTORS:						
STAFF RECOMMEN	DATION (MOTION):							
Approve the purchase of three Fly-Away Emergency Satellite Systems in the amount of \$91,934.80.								
SUPPLEMENTAL IN	FORMATION:							
Attached.								
DOCUMENTATION:	Included: X	To-Follow:	Not F	Required:				
Cost to FKAA:	\$ 91,934.80	BUDGETE	O: Yes	No [				
Cost to Others: Total Cost:	\$ \$ 91,934.80							
DEDARTMENT: IN	formation Technology	DEPARTMENT MANA	CED A DDDOVAL	. 2				
DEPARTMENT	Torritation Foothiology	— DEFAITIBLE MARK	OLK ATTROVAL					
DIVISION DEPUTY EXE	CUTIVE DIRECTOR APPRO	VAL:						
Reviewed by: Inter	nal Auditor: 12	General Counsel:	Executiv	e Director:	2			
	7			0				
BOARD ACTION:								
Approved:	Tabled:	Disapproved:	Recommendation	on Revised:				
Comments:								
Date:		Recording Clerk:						





3100 El Camino Real Atascadero, CA 93422 800-773-7168 www.groundcontrol.com

Expires	Sales Rep	Acct. No.	Date	Quote#
7/15/2018	Brent J Thomason	GC030136	6/15/2018	Q40140

Bill To	To Address Ship To Address Installa		tion Address		
1100 K	Keys Aqueduct Authority ennedy Drive est FL 33040	Rick Ketcham Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West FL 33040 United States			
Qty	Description		•	Rate	Amount
	New Quote for Qty 3 Toughsat FI *100' Cable Bundle Upgrade*	yaway Systems.			
	VoIP # Request: 305  Note: If customer moves forward, they are already in possession of one of these flyaway systems.				
	Need by: ASAP				
3 3	1.2m Toughsat XP Complete System Consists of 1.2m TOUGHSAT XP iDirect Mobile Satellite Antenna with 1.2m MSS mount and reflector.			16,223,00	48,669.00
3	Multi-Unit Order Discount for Qty 3			-3,500.00	-10,500.00
3	router, graphical web interface, co	al Matrix Controller with integrated wireless 4 impact 1RU rackmount LED panel design, bacard design. One-Button operation with onboar	klit front	799.00	2,397.00
3	NJRC NJT8306UF 6W Universal testing.	Ku-Band Block Upconverter. Includes installa	ntion and	999.00	2,997.00
3 3 3	iDirect Evolution X7 Satellite Router NJR2835H Ku-Band PLL LNB (Americas) 1 Year Parts and Labor warranty for Toughsat XP Mobile Satellite System. Toughsat Custom Shipping Crate		2,899.00 179.00 0.00 299.00	8,697.00 537.00 0.00 897.00	
3 6	Antenna Booster for Toughsat Fly	away Case. Up to a Half Mile Range. IP Phone 550: Four Line 2200-12550-01		299.00 299.00	897.00 1,794.00
3	site-to-site calling independent of Phone Directory allows extension- the Ground Control satellite netwo	vork: A satellite teleport hosted phone PBX for the PSTN and the Internet. The browser based to-extension calling with all other public ager ork anywhere in North America. Includes hard	Red icies on	49.95	56,385.00 149.85
	annual service fees. Red Phone Promotional Discount			-49.95	-49.95
3 3 3	Toughsat Three Piece Flyaway Ca Toughsat Cable Bundle 100' UPG Toughsat Flyaway 3 Piece System Reflector Bag, 6U Ruggedized Co	RADE <sup>*</sup> . Includes Customized Case for MSS, Soft Ca	se	200.00 1,999.00	600.00 5,997.00
	Toughsat Fly and Drive System: It Storage Bag	ncludes Fly and Drive Brackets, Leveling Feet	and	299.00	897.00
3	Toughsat Flyaway Case Custom T Toughsat Flyaway Reflector Quick	wo-Wheel Dolly CDisconnect System		99.00 99.00	297.00 297.00 8,088.00
3	Dual Matrix iDirect Service and M	10dem Provisioning Fee		349.00	1,047.00
6 6	Voice Hardware Provisioning Voice Configuration per Line			49.00 59.95	294.00 359.70





3100 El Camino Real Atascadero, CA 93422 800-773-7168 www.groundcontrol.com

Acct. No.	Date	Quote #
GC030136	6/15/2018	Q40140

Qty	Description	Rate	Amount	
36	Responder Service 20Mbps/5Mbps Burstable Bandwidth Includes 10 24 Hour Periods of Usage per Calendar Month Additional days billed @ \$69. Requires Minimum 6W BUC; availability subject to location. Twelve Month Contract. All Mobile and Fixed Emergency plans and Unlimited Data plans are shared TDM/TDMA satellite bandwidth scrvices. Usage graphs should resemble burst traffic typical of an office environment. If you require specific data rates for VoIP, Video or other applications, CIR is available. Includes 1 Static IP address	389.00	14,004.00	
	Dual Matrix Service: Dual Satellite Service activated on Galaxy 18 and SES-2 -Monthly Service Charge	20.00%		
72	(12 months prepaid for 6 lines). VoIP Bundle: Includes voice optimization - 20/20Kbps CIR, phone number with choice of area code and 1000 minutes of nationwide calling. \$.04 each additional minute (monthly recurring charge). Includes 10 Days of Usage in Calendar Month. Extra days are charged at \$20.00 per Day.	89.95	6,476.40	
2	Shipping and Handling (customer is already in possession of 1 system) via FedEx Priority. A tracking number showing delivery date will be emailed at the time of shipping.	1,190.00	2,380.00	
Payment is http://www	s due upon signed contract unless other terms are mutually agreed upon. Ground Contrul Terms and Conditions m v.groundcontrol.com/GC-Subscriber-Agreement.pdf - if you are unable to view online, please contact your sales r	ay be viewed at epresentative for a	a fax or hard cupy.	
Credit Car	d processing fees and/or restocking fees may be withheld should you cancel your order.			
		Total	\$91,934.80	
l agree that this Contract is for the purchase of the item(s) and/or service(s) listed above and that they are provided under the limited Terms & Conditions as listed on this Contract and under additional terms as listed on the Ground Control Subscriber Agreement, which is available upon request. Additionally, I am an authorized purchasing representative of the company or agency represented under the Account Number listed above. Please sign and return this form to Ground Control at PO Box 4459, San Luis Obispo, CA 93403   FAX to 805.267.4085   Email Sales@GroundControl.com.				
Customer	r Signature: Print Name:	_Date:		
Credit Ca	ard #: Exp. Date CVC# Check	Wire Trans	sfer PO	

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DUO-01	CONSE	ENT:		REGULAR:	X
MEETING DATE:	June 27, 2018	DIVISIO	ON: <u>U</u>	ITILITY OPE	RATIONS	· · = -
AGENDA TITLE: Consideration to approve a design wind load and conceptual exterior design style for the new Key West Administration Building.						
<ol> <li>ITEM BACKGROUND: The attached presentation highlights the following:         <ul> <li>A summary table of minimum and maximum design wind loads, based on the 2017 Florida Building Code.</li> <li>A summary of discussions with Pritam Singh with respect to parking for the BB&amp;T building occupants during and after construction of the new Key West Administration Building.</li> </ul> </li> <li>Base assumptions and design highlights for the new Key West Administration Building.</li> <li>Three style options developed by our architect, Thomas E. Pope PA, with respect to the overall look of the new Key West Administration Building, based on initial design assumptions and how these designs would "fit" within the context of the existing space and surrounding buildings.</li> </ol>						
PREVIOUS RELEVANT ACTION BY FKAA BOARD OF DIRECTORS:  1) Award of space programming, planning and conceptual design for the new Key West Administration Building to Thomas E. Pope, PA in the amount of not to exceed \$136,000.00 on March 28, 2018.  2) Board update and site selection approval on May 23, 2018.						
STAFF RECOMMENDATION (MOTION): Consideration to approve a design wind load and conceptual exterior design style for the new Key West Administration Building.						
SUPPLEMENTAL INFORMATION: Attached presentation.						
DOCUMENTATION:	Included:	✓ To-Follow:		Not Req	uired:	
Cost to FKAA: Cost to Others: Total Cost:	\$ \$ \$	BUDGETED:	:	Yes	No _	
DEPARTMENT: En	ngineering	DEPARTMENT DIRECT	OR APP	ROVAL:		_
DIVISION DIRECTOR	APPROVAL:					
Reviewed by: Internal	Auditor:	General Counsel: QTF			or: ) \$	
BOARD ACTION:	,					
Approved: □ Tabled: □		Disapproved: □	Recomm	nendation Re	vised: 🗆	
Comments:						_
Date:		Recording Clerk:				_



#### Equivalent Basic Wind Speeds (mph) Key West Miami/Dade Saffir-Simpson Category Category Category Risk Category Category Risk **DEM EHPA** Category 1 2 Category Category III III/IV 1 - minute Sustained 1971 74 96 111 118 127 131 157 157 (Saffir-Simpson Scale) Fastest Mile VARIOUS (Standard Building 75 100 117 125 136 141 166 170 Code) Nominal (VASO) 3-second Gust (ASCE 7-05 and 2007 90 117 135 144 155 160 186 190 Florida Building Code) Ultimate (Vult) 3-second Gust 2010 (ASCE 7-10 and 2010 116 151 174 186 200 207 240 245 Florida Building Code) Ultimate (Vuit) 3-second Gust (ASCE 7-10 and 2014 116 151 174 186 200 207 240 245 Florida Building Code) Ultimate (Vult) 3-second Gust 2017 (ASCE 7-10 and 2017 116 151 174 186 200 207 240 245 Florida Building

# WIND SPEEDS

- Minimum 200 mph wind speed per Florida Building Code.
- Minimum standard close to Category 4 Building.
- To design beyond Cat 4 has major cost implications.
- Windows likely to be custom because of high design pressures.
- Schematic Design not likely to change with wind speed, but the cost will.

## OBJECTIVE

Select a wind speed design for the FKAA Administration Building.

# SITE PLAN

- We had a meeting to discuss parking with BB&T Building Representative.
- Will need final approval from Condo Association because all 99 parking spaces are not located on Parcel A&C (existing parking lot.)
- No immediate objections to relocating some parking to new parking garage.
- Possible concerns brought up in meeting:
  - Confirm garage height tall enough for Comcast trucks.
  - BB&T Canopy access must be maintained.
  - Parking during construction.
- The first two concerns will be addressed in the Building and Site Design. The parking will need to be resolved but is also an issue for the FKAA employees.

### Parking Analysis:

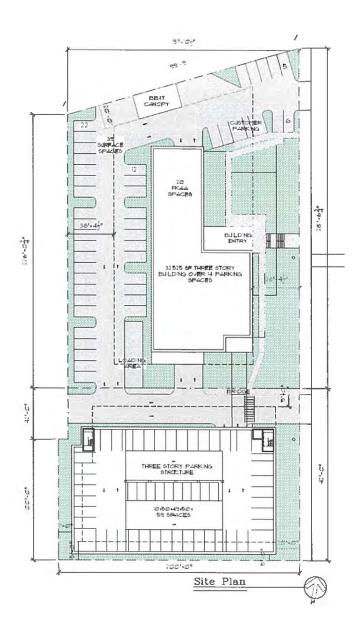
109 spaces required per City LDC

99 spaces for BB&T Easement

208 spaces required

218 spaces provided





# DESIGN APPROACH

- Three schematic designs
  - O Dynamic
  - Traditional
  - Environmentally efficient
- Final design scheme may take qualities from each approach.
- All three designs maintain a strong Institutional/Government presence.
- The building should have a prominence on the streetscape, without an excessive appearance.

## OBJECTIVE

Select a design approach for the FKAA Administration Building.





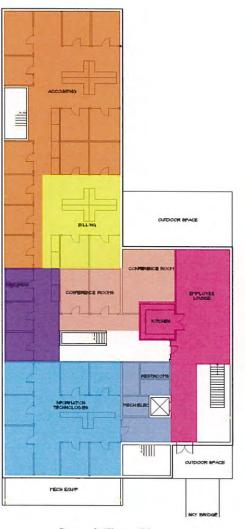


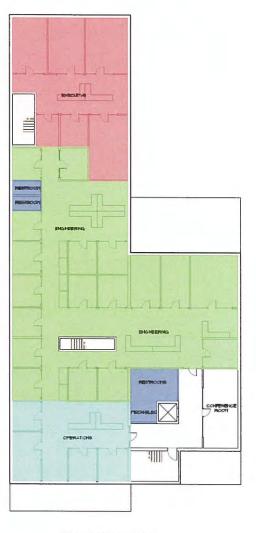
FKAA KEY WEST SCHEMATIC CONCEPT DESIGN THOMAS E. POPE, PA

# **PLANS**

- Public (Lobby) and semi public space oriented toward Kennedy Drive.
- Department locations based on Programming studies.







SCHEMATIC CONCEPT DESIGN THOMAS E. POPE, PA

First Floor Plan

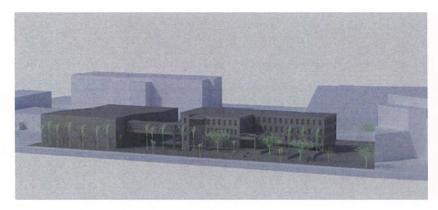


Second Floor Plan

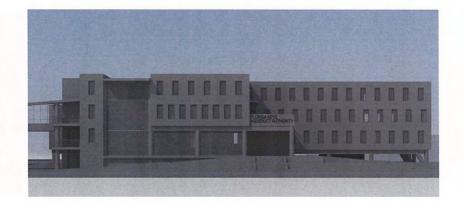
Third Floor Plan

# OPTION 1

- Dynamic design
- Form is based on transparency of public and semi public spaces.
- The primary mass of the building is modular the reflect the interior office space configuration. A slight shift in the windows in each floor help to break up the rigid layout. Larger windows on the North side of the building allow the building's cadence to change as you move around the building.
- Transparency and open space under the building used to lighten mass of building.



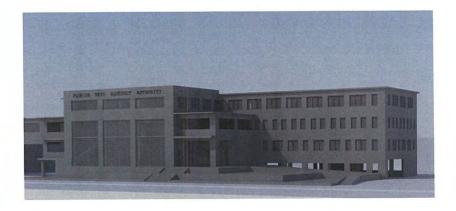


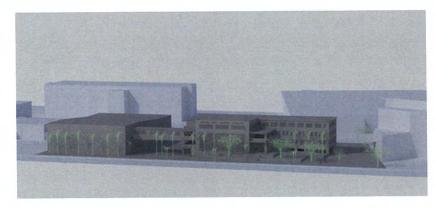


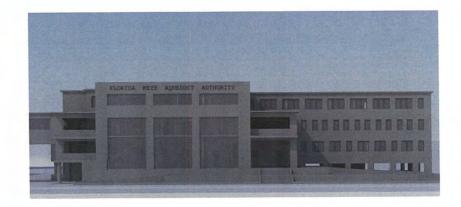
FKAA KEY WEST SCHEMATIC CONCEPT DESIGN THOMAS E. POPE, PA

# OPTION 2

- Traditional design
- Form is based on symmetrical hierarchy of the main façade.
- Linear office space at rear building acts as a backdrop in massing hierarchy.
- Solid corners and building base promote Institutional permanence.
- Public space and primary building circulation are transparent.



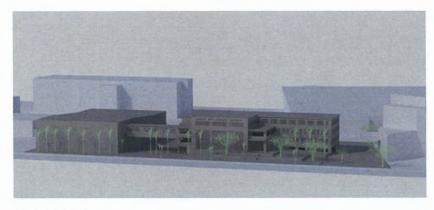




FKAA KEY WEST SCHEMATIC CONCEPT DESIGN THOMAS E. POPE, PA

# OPTION 3

- Environmentally efficient design
- Form is based on simple modular grid with solar shading for depth.
- Solar shades and building entry angled to add interest to the façade.
- Linear office wing floats above the ground to lighten mass of building, while main façade is anchored to the ground for a strong street presence.
- North facing windows are larger for natural lighting without solar heat gain.







FKAA KEY WEST SCHEMATIC CONCEPT DESIGN THOMAS E. POPE, PA

# DESIGN DISCUSSION

What qualities would the Board like to see in the FKAA Administration Building?





# OBJECTIVE

Select a design approach for the FKAA Administration Building.



FKAA KEY WEST SCHEMATIC CONCEPT DESIGN THOMAS E. POPE, PA THANK YOU!

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM	: DUO- 02	. (	CONSENT:		REGULAR:	X
MEETING DAT	E: June 27, 2018		DIVISION:	UTILITY OPE	RATIONS	
AGENDA TITLE:	Status Report for Waste	water Projects.				
	JND: The attached report and anticipated in the near	rt provides the activities co ar future.	nducted ove	r the past month	and the upco	ming
	VANT ACTION BY FKA e monthly agenda packa	A BOARD OF DIRECTOR ge.	<b>.s:</b> The Boa	rd requested sta	aff to include th	nis
STAFF RECOMME	ENDATION (MOTION): 1	√A				
SUPPLEMENTAL	INFORMATION: Attach	ned status report.				
DOCUMENTATION	N: Included:	✓ To-Follow:		Not Red	quired:	
Cost to FKAA: Cost to Others: Total Cost:	\$ \$ 	BUDG	SETED:	Yes	No _	
DEPARTMENT:	Engineering	DEPARTMENT D	IRECTOR A	APPROVAL:	h	_
DIVISION DIRECT	OR APPROVAL:					
Reviewed by: Inte	rnal Auditor: 1/9/	_ General Counsel:	IF E	Executive Directo	or:	,
BOARD ACTION:				<del></del>		
Approved: □	Tabled: □	Disapproved: □	Reco	ommendation Re	evised: 🗆	
Comments:						_
Date:		Recording Clerk	C			_



# **CURRENT STATUS OF THE REGIONAL WASTEWATER PROJECT**

27-JUNE 2018



## Achievements this month (to date)

- Key Haven (78% project completion)
  - Sewer lateral connections continuing in Sections B and C
  - Installation of lift stations complete in Sections D, E and F
- Layton/Long Key (98% project completion)
  - Continued ongoing connection installation
  - Telemetry punchlist work nearing completion
- Cudjoe Regional (96% project completion)
  - FDEP certification for Middle and Big Torches received and connection notices mailed to residents
  - Ongoing grinder station and connection installation throughout
  - Contract for AWRF closed out

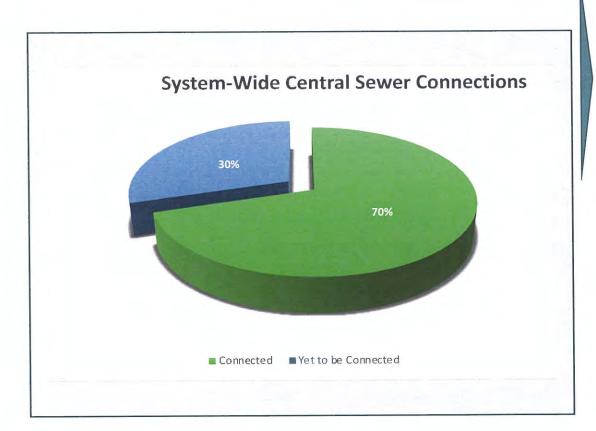
## Anticipated achievements next month

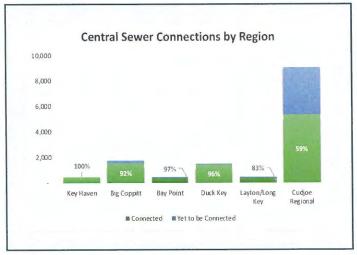
- Key Haven
  - Finish lateral connections in Sections B and C; complete electrical work in Sections E and F
  - Complete final pavement for Sections A, D, E and F
- Layton/Long Key
  - Continue connection installation; complete punchlist for project closeout
- Cudjoe Regional
  - Continue connection installation on No Name Key
  - Continue grinder station, chimney seal and telemetry installation; closeout Outer Islands contract
  - Start construction of Breezy Pines

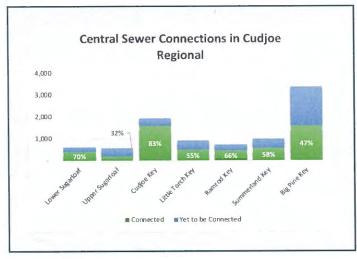
## Issues and mitigation plans

None

# A total of 89 new connections were made last month – all in Cudjoe Regional

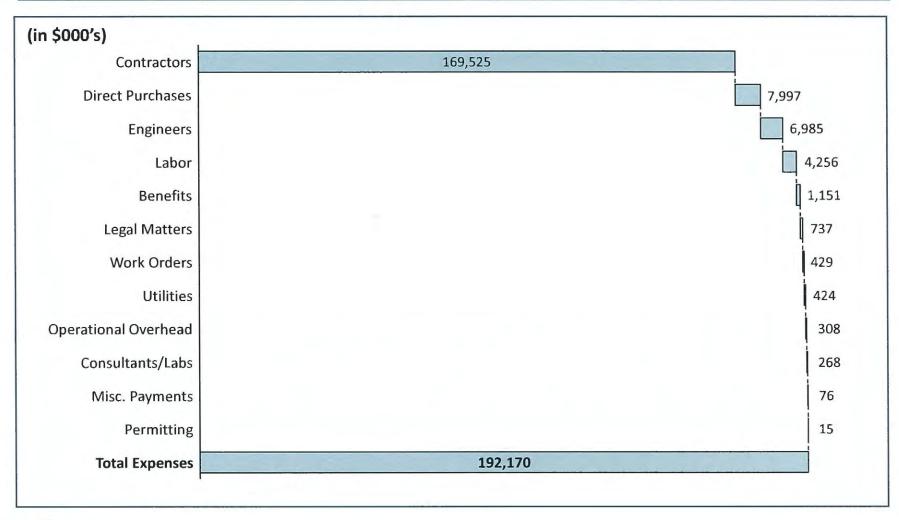








4.





# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DUO- 03	CON	ISENT:	REGULAR	: 🗸
MEETING DATE:	June 27, 2018	DIVI	SION: UTILI	TY OPERATIONS	
services and biddi	Consideration to appring assistance for Proement in the amount of	ove contract with Carollo Eng ject # 1152-17 Phase III – \$69,001.	gineers, Inc. to p Key Largo to	orovide design engir Ocean Reef Transr	neering mission
diameter pipe with a remaining 12-inch of the 16-inch diameter	a portion of the pipeline diameter pipeline from t er pipeline from Key La	Phase III of the project will e crossing US Highway 1. Th the David Ritz Booster Station argo to Ocean Reef Club. Als educe the risk of breakage on	is final phase of n in Key Largo t so, included in d	the project will repla o Reef Drive and co esign services is re	ace the mplete view of
	05 transmission project	AA BOARD OF DIRECTORS ts. FKAA Board has previous			
engineering service	s and bidding assistan	Board approve contract with ce for Project # 1152-17 Phasthe amount of \$69,001.			esign
SUPPLEMENTAL I	INFORMATION: Propo	osed scope and budget is atta	ached.		
DOCUMENTATION	I: Included:	To-Follow:		Not Required:	
Cost to FKAA:		69,001 BUDGE	ETED:	∕es ✓ No	
Cost to Others: Total Cost:	\$ \$	69,001			
DEPARTMENT:	Engineering	DEPARTMENT DIF	RECTOR APPR	OVAL:	N.
DIVISION DIRECT	TOR APPROVAL				1
Reviewed by: Inte	ernal Auditor:	General Counsel:	Exec	cutive Director:	4
BOARD ACTION:	//				
Approved: □	Tabled: C	Disapproved: □	Pecomme	-deties Basicado e	
	Tabled: □	Disappiores. E	Recomme	ndation Revised: □	
Comments:	Tabled: ⊔		Necomme	ndation Revised: U	
		· ·		ndation Revised: U	

#### CONTRACT FKAA PROJECT NO.

## Consultant Project NO. General Engineering Services

THIS AGREEMENT, made and o	entered into this	day of		, by and
between the Florida Keys Aqueduct .	Authority, hereinafter	"FKAA", Carollo	Engineers, Inc.,	hereinafter
referred to as "CONSULTANT".	-			

WHEREAS, the FKAA has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with CONSULTANT's Competitive Negotiation Act, and;

WHEREAS, the FKAA represents that it is a Utility, organized under the State of Florida with the authority to engage CONSULTANT and accept the obligation for payment for the services desired, and;

WHEREAS, the FKAA desires to engage CONSULTANT to perform certain professional services pertinent to such work in accordance with this AGREEMENT, and;

WHEREAS, CONSULTANT shall provide such professional services in accordance with this AGREEMENT.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this AGREEMENT, it is mutually understood and agreed as follows:

#### I. DEFINITIONS; GENERAL CONDITIONS

- A. THE SCOPE OF SERVICES is to be implemented as set forth by this AGREEMENT and by Exhibit A, Project Documentation as attached to this agreement that are made part hereof.
- CONSTRUCTION COSTS shall be the total estimated cost to the FKAA of all elements of the B. project designed or specified by CONSULTANT. Construction costs shall include the cost at current market rates of labor and materials furnished by the Contractor and equipment designed, specified, selected or specially provided for by CONSULTANT, plus a reasonable allowance for the contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction. Construction costs does not include the compensation of CONSULTANT or CONSULTANTS subconsultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the FKAA. CONSULTANT shall use its best judgment as a design professional familiar with the construction industry in estimating the construction cost. FKAA acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. FKAA acknowledges that such influences may not be precisely forecasted and are beyond the control of CONSULTANT and that actual costs incurred may vary substantially from the estimates prepared by CONSULTANT. CONSULTANT does not warrant or guarantee the accuracy of construction or development cost estimates.
- C. PHASES: A phased approach may be utilized. The FKAA and CONSULTANT shall have the right to negotiate the terms of each phase. In the event the parties cannot agree, the FKAA may

select another CONSULTANT or go out for additional proposals in order to complete the subsequent phase(s) of the project. This phased approach shall not waive the FKAA's right to terminate this AGREEMENT during any phase of the project.

#### II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of CONSULTANT to the FKAA will be that of a professional CONSULTANT, and CONSULTANT will provide the professional and technical services required under this AGREEMENT in accordance with acceptable practices and ethical standards which may include, but are not limited to professional engineering services as identified in the attached Exhibit A, Project Documentation. No employer/employee relationships shall be deemed to be established and CONSULTANT, its agents, subcontractors, and employee shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of CONSULTANT to work with the FKAA and appraise it of solutions to problems and the approach or technique to be used towards accomplishment of the FKAA's objectives as set forth in this AGREEMENT upon execution by both parties.
- C. Exhibit A-1 establishes a budget for the project. CONSULTANT shall be responsible for providing, at no additional cost to the FKAA, completed designs, drawings, specifications, reports and other applicable services if the budget for the entire project is exceeded during and up to completion of the final design phase of the project; however, nothing contained herein shall require CONSULTANT to bear additional costs if the additional costs are a result of a change in the scope of services directed by the FKAA.
- D. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and the coordination with all appropriate agencies of all drawings, specifications, reports and other services furnished by CONSULTANT. CONSULTANT shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time CONSULTANT's services are rendered. CONSULTANT shall, without additional compensation, correct or revise said error or omissions to the satisfaction of the FKAA.
- E. Approval by the FKAA of drawings, designs, specifications, reports and incidental professional services or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. The FKAA's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.
- F. CONSULTANT designates Lyle Munce, P.E., as its representative to act as liaison with the FKAA. The representative shall manage and coordinate FKAA projects and is hereby authorized to act on behalf of CONSULTANT to act on related matters with respect to performance of services for the FKAA in accordance with the AGREEMENT. Any change to name other person shall be requested in writing to the FKAA, and shall be approved by the FKAA.
- G. CONSULTANT shall attend all meetings, as specified or as defined where the project is discussed, unless the FKAA's representative declares such attendance and participation is not necessary. In addition, CONSULTANT shall attend all additional meetings as may be required to facilitate the project.

- III. DUTIES OF CONSULTANTS; STUDY AND REPORT PHASE THROUGH CONSTRUCTION PHASE AND RESIDENT PROJECT REPRESENTATIVE SERVICES PHASE The following Duties of CONSULTANT are separated into phases of the project that shall be performed by CONSULTANT. The FKAA may require additional requirements applicable to the project that will be specified in attached Exhibits. The FKAA must authorize the commencement of each phase of the work unless otherwise agreed upon.
  - A. Phase I Study and Report Phase
    If the Study and Report Phase is authorized, the following requirements shall apply.
    - 1. CONSULTANT shall consult with the FKAA to clarify and define the FKAA's requirements for the Project and review available data.
    - 2. CONSULTANT shall advise the FKAA as to the necessity of the FKAA's providing or obtaining from others, data or services.
    - 3. CONSULTANT shall identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
    - 4. CONSULTANT shall provide analyses of the FKAA's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
    - CONSULTANT shall provide a general economic analysis of Owner's requirements applicable to variable alternatives.
    - 6. CONSULTANT shall prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdictions as aforesaid) and the alternative solutions available to the FKAA and setting forth CONSULTANTS findings and recommendations. This Report will be accompanied by CONSULTANTS pre-design opinion of probable costs for the Project, including, but not limited to the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies allowances for such other items, such as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, and for permit, review and/or approval fees by other governmental agencies, if required. CONSULTANT shall also provide a preliminary evaluation of the FKAA's Project Schedule. The FKAA's Project Schedule and probable construction costs shall be evaluated and updated throughout subsequent phases of the work.
    - 7. CONSULTANT shall furnish the number of copies of the Study and Report documents as provided in this AGREEMENT and review them with the FKAA.
  - B. Phase II Preliminary Design Phase

If the Preliminary Design Phase is authorized, the following requirements will apply:

- 1. CONSULTANT, in consultation with the FKAA shall determine the general scope, extent and character of the Project.
- 2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

- 3. Advise the FKAA if additional data or services are necessary and assist the FKAA in obtaining such data and services.
- 4. Furnish the specified number of copies of the above Preliminary Design documents as contained within the Project Documentation and present and review them with the FKAA.
- CONSULTANT shall submit to the FKAA a preliminary estimate of construction costs based on current area, volume or other unit costs, which shall be updated throughout the design development phase.
- 6. CONSULTANT shall prepare a development schedule, which shall include, but shall not be limited to, the review and approval times by all governmental agencies as may be required.
- 7. CONSULTANT shall make available all design calculations and associated Data, and participate in meetings in which Value Engineering Analysis of the project takes place, at such times and places as shall be determined by the FKAA.

#### C. Phase III - Final Design Phase

If the Final Design Phase is authorized, the following requirements shall apply:

- CONSULTANT shall prepare construction documents which shall include but not be limited
  to drawings and technical specifications, general and supplementary conditions, bid forms,
  invitations to bid, instructions to bidders, with technical criteria, descriptions and design data
  necessary for permitting by governmental authorities, and shall include any further adjustments
  in the scope or quality of the project or in the construction budget authorized by the FKAA.
- CONSULTANT shall in the preparation of construction documents, technical criteria, written
  descriptions and design data, take into account all currently prevailing codes and regulations
  governing construction in the Florida Keys and shall meet the requirements of all other agencies
  or governmental authorities having jurisdiction over the project.
  - 3. CONSULTANT shall prepare a detailed opinion of probable cost that shall be reviewed by the FKAA prior to going out for bids.
- CONSULTANT shall provide the required documents and attend meetings as necessary, for the approval of governmental boards, agencies or authorities having jurisdiction over the project.
- CONSULTANT shall use front end bid documents provided by the FKAA including bidding forms, conditions of the contract, and form of AGREEMENT between the FKAA and CONTRACTOR.
- 6. CONSULTANT shall prepare all documents including design and plan revisions required for the approval of governmental authorities having jurisdiction over the project. Said approvals are required prior to the public notice for the Invitation to Bid and submission of application and therefore are the responsibility of CONSULTANT.
  - a. CONSULTANT shall provide the FKAA the number of copies of contract documents as specified in this AGREEMENT.

#### D. Phase IV - Bidding/Negotiation Phase

If the biding phase is authorized, the following requirements shall apply

- CONSULTANT shall assist the FKAA in obtaining bids or negotiated proposals, assist in awarding and preparing contracts for construction, attend pre-bid conferences, prepare addenda, provide written recommendation of award, assist in the compilation/preparation of contract documents, and after the award assist the FKAA in securing the required bonds and certificates of insurance, and in the review of the contract documents for completeness.
- CONSULTANT shall attend the bid opening, prepare bid tabulation sheets and assist the FKAA in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- 3. CONSULTANT shall issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 4. CONSULTANT shall consult with and advise the FKAA as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called CONTRACTOR(S)) for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 5. Consult with the FKAA concerning and determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- E. Phase V Construction Phase

If Contract Administration is authorized, the following requirements shall apply:

- 1. CONSULTANT shall provide administration of the contract for construction as set forth herein and as contained with the general conditions of the contract for construction.
- 2. CONSULTANT shall be a representation of and shall advise and consult with the FKAA during construction and until final payment to the contractor is due. CONSULTANT shall have authority to act on behalf of the FKAA only to the extent provided in this AGREEMENT and as provided in the contract for construction unless otherwise modified by written instrument.
- 3. CONSULTANT shall visit the site at regular intervals appropriate to the stage of construction or as otherwise agreed to by the FKAA and CONSULTANT, in writing, to become generally familiar with the progress and quality of the work completed and shall determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. CONSULTANT shall keep the FKAA informed of the progress and quality of the work and shall provide certification to the FKAA of satisfactory completion of all phases of the work in compliance with the plans, specifications, and/or approved changes or modifications thereto.
- 4. CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures of construction or for safety precautions and programs in connection with the work, since these are solely the CONTRACTOR'S responsibility under the contract for construction. CONSULTANT shall make every reasonable effort to ensure that the CONTRACTOR completes the work in

accordance with the current approved schedule and carries out the work in accordance with the contract documents. CONSULTANT makes no warranty or guarantee with respect to the performance of a CONTRACTOR.

- CONSULTANT based on observations and evaluations of CONTRACTOR'S applications for payment, shall review and certify the amounts due the CONTRACTOR within seven (7) days of receipt.
- 6. CONSULTANTS certification for payment shall constitute a representation to the FKAA, based on CONSULTANTS observations at the site as provided herein and on the data comprising the CONTRACTOR'S application for payment, that the work has progressed to the point indicated and that, to the best of CONSULTANTS knowledge, information, and belief, the quality and quantity of work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents, correctable prior to completion and to specific qualifications expressed by CONSULTANT. The issuance of the certificate of payment shall further constitute a representation that CONSULTANT has made observations to review the quality or quantity of the work.
- 7. CONSULTANT shall recommend disapproval or rejection of CONTRACTOR'S WORK to the FKAA which does not conform to the contract documents. CONSULTANT will have authority to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed.
- 8. CONSULTANT shall review and approve or take other appropriate action upon CONTRACTOR'S submittals such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by CONTRACTORS.
- 9. CONSULTANT shall prepare change orders and construction change directives with supporting documentation and data if deemed necessary by CONSULTANT, for the FKAA's approval and execution in accordance with the contract documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time which is consistent with the intent of the contract documents.
- 10. CONSULTANT shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to the FKAA for the FKAA's review and records, written warranties and related documents required by the contract documents and assembled by the CONTRACTOR and shall issue a final certificate for payment upon compliance with the requirements of the contract documents.
- 11. CONSULTANT shall interpret matters concerning performance of the FKAA and CONTRACTOR under the requirements of the contract documents on written request of either the FKAA or CONTRACTOR. CONSULTANT'S response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
- 12. Interpretations of CONSULTANT shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings. When making such interpretations, CONSULTANT shall endeavor to secure faithful performance by both the FKAA and the CONTRACTOR.

- 13. The FKAA shall be the final arbiter on matters relating to aesthetics.
- 14. CONSULTANT shall render written interpretations within a reasonable time on all internal disputes between the FKAA and CONTRACTOR relating to the execution of the progress of the work as provided in the contract documents. CONSULTANT'S interpretations on internal disputes are not binding on the FKAA and the FKAA may result to remedies afforded by this contract to resolve the issue.
- 15. CONSULTANT shall provide the number of sets of the construction documents to the CONTRACTOR as specified in this AGREEMENT
- 16. Upon completion of construction CONSULTANT shall provide to the FKAA, three sets of record drawings, signed and sealed, plus one electronic set incorporating record conditions and other data furnished by CONTRACTOR(S) to CONSULTANT.
- 17. In company with the FKAA, CONSULTANT shall visit the Project to observe any apparent defects in the complete construction, assist the FKAA in consultations and discussions with CONTRACTOR(S) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 18. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to FKAA and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- 19. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.
- 20. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to FKAA a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents

#### F. Phase VI - Resident Project Representative Services Phase

If the Resident Project Representative Services Phase is authorized the following requirements shall apply:

1. Resident Project Representative will be assigned to assist CONSULTANT in carrying out his

responsibilities to FKAA at the site. Resident Project Representative is CONSULTANTS agent at site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding Resident Representative's actions. Resident Representative's dealing in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping the FKAA advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the FKAA with the knowledge of and under the director of CONSULTANT.

#### 2. Resident Project Representative shall where applicable:

- a. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning its general acceptability.
- b. Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of ininutes thereof.
- c. Working principally through CONTRACTOR'S superintendent, assist CONSULTANT in serving as the FKAA's liaison with CONTRACTOR, when CONTRACTOR'S operations affect the FKAA's on-site operations.
- d. Assist in obtaining from the FKAA additional details or information, when required for proper execution of the Work.
- e. Record date of receipt of Shop Drawings and samples.
- f. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
- g. Advise CONSULTANT and CONTRACTOR for the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by CONSULTANT.
- h. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is, in general, proceeding in accordance with the Contract Documents. CONSULTANT makes no warranty or guarantee with respect to the performance of a CONTRACTOR.
- i. Report to CONSULTANT whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or CONSULTANT from the duties imposed by the contract.
- j. Verify that tests, equipment and systems start-up, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records, thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.

- k. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- m. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
- n. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- o. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- p. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.
- q. Furnish CONSULTANT periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop drawing and sample submittals.
- r. Consult with CONSULTANT in advance of schedule major tests, inspections or start of important phases of the Work.
- s. Draft proposed Change Orders and work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT, Change Orders, Work Directive changes, and Field Orders.
- t. Report immediately to CONSULTANT and the FKAA upon the occurrence of any accident.
- u. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- v. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to FKAA prior to final payment for the work.

- w. Before CONSULTANT issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- x. Conduct final inspection in the company of CONSULTANT, the FKAA and the CONTRACTOR and prepare a final list of items to be completed or corrected.
- y. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

#### 3. The Resident Project Representative shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment.
- b) Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
- Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.
- d) Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e) Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- f) Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
- Authorize the FKAA to occupy the Project in whole or in part.
- h) Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

#### IV. DATA AND SERVICES TO BE PROVIDED BY THE FKAA

The FKAA shall provide the following:

- A. Furnish or cause to be furnished such reports, studies, instruments, documents, and other information as CONSULTANT and FKAA mutually deem necessary and which are under control of the FKAA.
- B. Pay for all legal advertisements incidental to obtaining bids or proposals from contractors.
- C. The Executive Director or his designee shall act as the FKAA's representative with respect to the work to be performed under this AGREEMENT. The Executive Director or his designee shall have the authority to the extent authorized by the FKAA Board of Directors to exercise the rights and responsibilities of the FKAA provided in this contract. Said authority may include but is not limited to: transmit instructions, stop work, receive information, interpret FKAA's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.

- D. Pay all permit application filing fees.
- E. Provide access to FKAA facilities.

#### V. TIME OF PERFORMANCE

- A. CONSULTANT will begin work promptly after issuance of a notice to proceed.
- B. CONSULTANT'S services called for under the AGREEMENT shall be completed in accordance with the schedule contained in the Project Documentation. If CONSULTANT'S services are unreasonably delayed by the FKAA in excess of 180 days, the time of performance and compensation shall be renegotiated, provided, however, CONSULTANT as a condition precedent to renegotiation shall notify the FKAA within fifteen (15) calendar days from the end of the delay of CONSULTANT'S proposed additional costs incurred by reason of said delay.

#### VI. AGREEMENT PERIOD

The period of service is from the date of execution of this AGREEMENT. This AGREEMENT will terminate at such time as the engineering services required by this AGREEMENT have been completed.

#### VII. COMPENSATION

A. The FKAA will compensate CONSULTANT for the services in accordance with a negotiated lump sum, or a not to exceed budgeted amount based on time charges which are based upon hourly rates, plus reimbursable expenses if compensation is based on Method II and other related costs as are specified in this AGREEMENT.

#### 1. METHOD 1 - LUMP SUM

Wherever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The FKAA and CONSULTANT shall mutually agree to a lump sum amount for services to be rendered and a detailed scope of services. Should the FKAA deem that a change in the scope of services is appropriate, then a decrease or increase in compensation shall be authorized in writing. In lump sum contracts, CONSULTANT shall submit the estimated man hours, wage rates and other actual unit costs supporting the compensation. CONSULTANT shall submit a truth in negotiation certificate stating that all data supporting the compensation is accurate, complete and current at the time of contracting.

#### 2. METHOD II - TIME/CHARGES NOT TO EXCEED BUDGETED AMOUNT

When a service is to be compensated for a time charge/not to exceed basis, CONSULTANT will submit a not to exceed budget cost to the FKAA for prior approval based on actual time charges which shall not exceed established hourly rates as shown in Exhibit B attached hereto, plus reimbursable expenses and other related costs. The FKAA shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the not to exceed cost amount.

a. The FKAA agrees to pay CONSULTANT compensation for services rendered based upon the established raw hourly salary rates as shown in Exhibit B for services rendered on FKAA projects multiplied by an overhead factor containing a ten percent (10%) profit, which shall not exceed 3.0. The overhead factor may be subject to audit. The schedule of hourly rates as set forth in Exhibit B is attached hereto and made a part hereof. The rates listed in Exhibit B may be adjusted upon AGREEMENT of the parties.

- b. In addition, the FKAA shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by CONSULTANT if provided in this AGREEMENT as follows:
- 1. Transportation and subsistence when traveling in connection with the work required of this AGREEMENT shall be reimbursed in accordance with the FKAA Travel and Business Reimbursement Policy and Florida Statute; FS 112.061. The method of transportation shall be by the most efficient and economical means of travel (considering time of the traveler, cost of transportation and per diem or subsistence required). Lodging of CONSULTANT'S while on official FKAA business in Monroe County should be arranged and paid for directly by CONSULTANT. FKAA will reimburse lodging for hotels in comparable value to Hampton Inn, Holiday Inn, Fairfied Inn, etc. Mileage and per diem will be reimbursed in accordance with the FKAA Travel and Business Reimbursement Policy and F.S. 112.061.
- Actual expense of reproductions of documents in excess of that stipulated in the Project Documentation.
- Actual expenses of testing, laboratory services, and field equipment, postage, supplies
  incurred directly for the project, and CONSULTANT'S standard project charges for
  special health and safety requirements of OSHA.
- Actual expenses of overtime work requiring higher than regular rates, when authorized by the FKAA.
- Express courier services shall only be utilized with the approval of the Director of Environmental Services or Director of Engineering.
- Travel expenses for CONSULTANT'S employees traveling to and from CONSULTANT'S offices shall not be reimbursable unless the travel is required for meetings with FKAA personnel, or as otherwise approved by the Director of Environmental Services or Director of Engineering.
- B. Subcontractual service shall be invoiced at the actual fees paid by CONSULTANT, plus an additional ten percent (10%) of the cost of these services to compensate CONSULTANT, for the procuring and management of the subconsultant, and for the other financial and administrative costs. Subcontractual services shall be approved by the FKAA in writing prior to performance of the Subcontractual work.
- C. Total Compensation (including, but not limited to compensation for subconsultants) for all services and expenses shall not exceed the budget cost listed in this AGREEMENT, without written approval.
- D. If the FKAA determines that any price for services, however calculated, provided by CONSULTANT, including profit, negotiated in connection with this AGREEMENT or any cost reimbursable under this AGREEMENT was increased by any significant sums because CONSULTANT or any subcontractor furnished incomplete or inaccurate costs or pricing data, then such price or cost of profit shall be reduced accordingly and the AGREEMENT shall be reduced accordingly and the AGREEMENT shall be modified in writing to reflect such reduction.

#### VIII. PAYMENT

The FKAA agrees that it will use its best effort to pay CONSULTANT within thirty (30) calendar days from presentation of CONSULTANTS itemized report and invoice and approval of the FKAA's representative, unless additional time for processing is required for payments for basic services, Subcontractual services, and reimbursable expenses as defined in Section VII. CONSULTANT shall submit monthly invoices, as required in this AGREEMENT, which shall include a report of work completed during the respective invoice period. Invoices shall be in a format consistent with those shown in Exhibit C. The report shall be adequate in detail to describe work progress (% completed for each task) and written summaries of work completed. No payment request shall exceed the value of work and services performed by CONSULTANT under this AGREEMENT.

#### IX. MISCELLANEOUS PROVISIONS

#### A. Ownership of Documents

A set of reproducible mylar drawings and electronic documents in a format compatible with AutoCadd, Latest Edition, FKAA's computer system, shall be given to the FKAA. Details, design calculations, and all other documents and plans that result from CONSULTANT'S SERVICES under this AGREEMENT shall become and remain the property of the FKAA, including patent and copyright rights, whether the project is completed or not, and will be delivered to the FKAA upon demand. CONSULTANT reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, CONSULTANT will furnish copies to the FKAA upon request. The contract work is represented by hard copy documentation; software, is provided to the FKAA for convenience only.

#### B. Copies of Documents

CONSULTANT shall prepare sufficient copies of all documents necessary to obtain approval through the FKAA's processes, as well as other governmental authorities. See also Section III for additional requirements. The FKAA acknowledges that the materials cited in Paragraph IX and other data provided in connection with this AGREEMENT which are provided by CONSULTANT are not intended for use in connection with any project other than the project for which such materials are prepared. Any use by the FKAA of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaption by CONSULTANT shall be at the FKAA's sole risk, and CONSULTANT shall have no responsibility or liability therefore.

#### C. Insurance

Without limiting any of the other obligations or liabilities of CONSULTANT, CONSULTANT shall, at his own expense provide and maintain in force, until all of its services to be performed under this AGREEMENT have been completed and accepted by the FKAA (or for such duration as it otherwise specified hereinafter), the following insurance coverage:

- Worker's Compensation Insurance to apply to all of CONSULTANT'S employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.
  - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence\_and \$100,000 per each disease.
- 2. Comprehensive General Liability with minimum limits of \$1,000,000 per occurrence

combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:

- a. Premises and/or Operations
- b. Independent Contractors
- c. Products and Complete Operations CONSULTANTS shall maintain in force until at least three years after completion of all services required under this AGREEMENT, coverage for Products and Completed Operations, including Broad Form Property Damage.
- d. Broad Form Property Damage
- e. Contractual Coverage applicable to this specific AGREEMENT.
- Personal Injury Coverage with minimum, limits of coverage equal to those required for Bodily Injury Liability.
- g. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
  - i. Owned Vehicles
  - ii. Hired and Non-Owned Vehicles
  - iii. Employer's Non-Ownership
- Professional Liability Insurance with minimum limits of \$1,000,000 per claim. Coverage shall
  be afforded on a form acceptable to the FKAA. CONSULTANT shall maintain such
  professional liability insurance until at least one year after a Certificate of Occupancy is issued.
- 4. Prior to commencement of services, CONSULTANT shall provide to the FKAA Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs. All policies covered within subparagraphs of section C shall be endorsed to provide the FKAA with thirty (30) days notice of cancellation and/or restriction (ten (10) days notice for cancellation due to non-payment of premium). The FKAA shall be named as an additional insured as to CONSULTANTS liability on policies referenced except Workers Compensation and Professional liability.
- 5. If the initial insurance policies required by this AGREEMENT expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the FKAA with thirty (30) days notice of cancellation and/or restriction (ten (10) days notice for cancellation due to non-payment of premium).
- CONSULTANT'S insurance, including that applicable to the FKAA as an additional Insured, shall apply on a primary basis.

#### D. Litigation Services

It is understood and agreed that CONSULTANT'S services include reasonable participation in litigation or dispute resolution arising from this AGREEMENT. CONSULTANTS participation shall include up to 20 hours of services related to litigation or dispute resolution. Any such services in excess of 20 hours shall be an additional service.

#### E. Authority to Contract

The FKAA represents that it is an Agency of the State of Florida with the authority to engage CONSULTANT for professional services and to accept the obligation for payment for the services described in this Agreement.

#### F. Assignment

The FKAA and CONSULTANT each binds itself and its successors, legal representatives, and assigns to the other party to this AGREEMENT and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this AGREEMENT subject to budget considerations and requirements of law; and, neither the FKAA nor CONSULTANT will assign or transfer their interest in this AGREEMENT without the written consent of the other.

#### G. Confidential Information

During all times that CONSULTANT is employed on behalf of the FKAA and at all times subsequent to the date of this contract, all discussions between the FKAA and CONSULTANT and all information developed or work products produced by CONSULTANT during its employment and all matters relevant to the business of the FKAA not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by CONSULTANT and shall not be revealed to other persons without the express written permission of the FKAA, unless mandated by order of the court.

#### H. Non-Exclusive Contract

The FKAA reserves the right to award projects to other firms pursuant to the Florida Statutes Consultant's Competitive Negotiations Act during the period of service of CONSULTANT. CONSULTANT agrees to cooperate with the FKAA and other firms in accomplishing work that may require joint efforts to accomplish the FKAA's goals. This cooperation, when requested by the FKAA, will include but not be limited to:

- 1. Sharing technical information developed under contract with the FKAA.
- 2. Joint meeting for project coordination.
- 3. Establish lines of communication.

#### I. Subconsultants

In the event CONSULTANT, during the course of the work under this AGREEMENT requires the services of any subcontractors or other professional associates in connection with services covered by this AGREEMENT, CONSULTANT must secure the prior written approval of the FKAA.

#### J. Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the representative places of giving notice to with:

Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, Florida 33040

#### CONSULTANT

Carollo Engineers, Inc. 2056 Vista Parkway, Suite 400 West Palm Beach, FL 33411

#### K. Attachments

Request for Qualifications is hereby incorporated within and made an integral part of this AGREEMENT.

#### L. Truth-In-Negotiation Certificate

Signature of the AGREEMENT by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this AGREEMENT are accurate, complete, and current. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the FKAA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

#### M. Records

Records of all expenses relative to project shall be kept on a general recognized accounting basis and shall be available to the FKAA or its authorized representative at mutually convenient times.

#### N. Personnel

CONSULTANT represents that it has or will secure at its own expense, qualified personnel required in performing the services under this AGREEMENT. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services. The project manager shall be approved by the FKAA. Key personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected, and as approved by the FKAA.

#### O. Equal Opportunity Employment; Non-Discrimination

CONSULTANT agrees that it will not discriminate against employees or applications for

employment because of race, creed, color, religion, sex, age, handicapped status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all CONSULTANT'S subcontractors and it is the responsibility of CONSULTANT to ensure subcontractor's compliance.

#### P. Prohibition Against Contingent Fees

CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT.

#### Q. Termination

This AGREEMENT may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. CONSULTANT and the FKAA shall also have a right to terminate this AGREEMENT for convenience at any time by thirty (30) calendar days written notice to either one or the other. In the event the project described in this AGREEMENT, or the services of CONSULTANT called for under this AGREEMENT, is or are suspended, canceled, or abandoned by the FKAA, CONSULTANT shall be given five days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment. CONSULTANT agrees to provide all documents to the FKAA (specifically those referenced within). Further, prior to CONSULTANT'S destruction of any of the above referenced documents, the FKAA shall be notified and allowed a reasonable period of time to gain access to and make copies of any such documents. Upon any termination of this AGREEMENT, CONSULTANT agrees that it shall use its best efforts to work harmoniously with any successor who enters an AGREEMENT to provide services for the FKAA in order to provide for a smooth transition period.

#### R. Indemnification

CONSULTANT will at all times indemnify, save and hold harmless and defend the FKAA, its officers, agents (the term agents shall not include the CONTRACTOR(s), any subcontractors, any materialman or others who have been retained by the FKAA or CONTRACTOR, or materialman to supply goods or services to the project) and employees, from and against liability, claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trail or appellate levels) to the proportionate extent arising out of negligent action of CONSULTANT, its agents, servants or employees in the performance of services under this AGREEMENT. The indemnifications contained herein shall survive the expiration or earlier termination of this AGREEMENT

Nothing in this AGREEMENT shall be deemed to affect the rights, privileges and immunities of the FKAA as set forth in Florida Statutes 768.28.

#### S. Interest of CONSULTANT

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this AGREEMENT pertains or any other interest which would conflict in any manner or degree with the performance of its service hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

#### T. Prohibited Practices

CONSULTANT during the period of this AGREEMENT shall not hire, retain, or utilize for compensation any member, officer, or employee of FKAA or any person who, to the knowledge of CONSULTANT, has a conflict of interest.

#### U. Compliance With Laws

- CONSULTANT shall comply with the applicable requirements of State, Federal and applicable
  County laws and all Codes of Ordinances of the local municipality as amended from time to
  time, and that exist at the time of building permit issuance.
- For Projects involving work under Federal or State Grantors or Approving Agencies, the FKAA and CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included.

#### V. Jurisdiction; Venue

CONSULTANT hereby covenants, consents and yields to the jurisdiction of the State Courts of the 16<sup>th</sup> Judicial Circuit, in and for Monroe County, Florida. Any dispute between CONSULTANT and the FKAA shall be governed by the laws of Florida with venue in the State Courts of the 16<sup>th</sup> Judicial Circuit, in and for Monroe County, Florida.

#### W. Attorney's Fees

In the event a suit is filed in court arising out of this AGREEMENT, the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs on appeal.

#### X. Internal Dispute Between FKAA and Consultant

The Executive Director shall be the final decision maker regarding internal disputes between FKAA and CONSULTANT.

#### Y. Project Scheduling

CONSULTANT shall provide scheduling to FKAA, within ten (10) days of the date of commencement as contained within this AGREEMENT. During the course of the work, CONSULTANT shall provide monthly updates with a written description of any changes in the schedule.

#### Z. Extent of Agreement

This AGREEMENT represents the entire integrated AGREEMENT between the FKAA and CONSULTANT and supersedes all prior negotiations, representations or AGREEMENTS, written or oral. This AGREEMENT may not be amended, changed, modified, or otherwise altered in any

way, at any time after the execution hereof, except by approval of the FKAA Board of Directors and CONSULTANT.

#### AA. Audit and/or Access to Records

- 1. At all times during the period that the CONTRACT is in force and for a period of not less than three (3) years thereafter, the CONTRACTOR shall provide all authorized representatives of the FKAA with full access/audit to all its financial records that pertain to services performed and determination of amounts payable under the CONTRACT including access to appropriate individuals with knowledge of financial records and full access to all additional records, that pertain to services performed and determination of amounts payable under the CONTRACT, permitting such representatives to examine, audit and copy such records at the site at which they are located. Such access/audit shall include both announced and unannounced inspections and on-site audits.
- Audits conducted under this provision shall be in accordance with generally accepted auditing standards and within established procedures and guidelines of the reviewing or auditing agency.
- 3. This right to access/audit clause applies to financial records pertaining to all contracts, all contract change orders, and all contract amendments. In addition, this right to access applies to all records pertaining to all contracts, additional work clause items and contract amendments.
- 4. To the extent the records pertain directly to contract performance. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the CONTRACT is terminated for default or for convenience.
- 5. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

IN WITNESS WHEREOF, the FKAA has caused these presents to be executed in its name by its Executive Director, and attested and its official Seal to be hereunto affixed by its Records Clerk, and CONSULTANT has hereunto set its hand and Seal the day and year first written above:

FLORIDA KEYS AQUEDUCT AUTHORITY		
	Date	
Kirk C. Zuelch, Executive Director		

Reviewed by: Legal Counsel	Date
Carollo Engineers, Inc.,  Lyle Munce, Elizabeth Fujikawa. Vice Provident	Witness: July B
BOARD APPROVAL DATE	

#### CORPORATE ACKNOWLEDGMENT STATE OF FLORIDA COUNTY OF MONROE

The foregoing instrument was acknowledgment before me this 13 day of June, 2018, by (name of officer or agent title of officer of agent, of <a href="Lyle Munce">Lyle Munce</a>, Vice President of Carollo Engineers, Inc., a <a href="Delaware">Delaware</a> (State or place of incorporation) corporation, on behalf of the corporation. He is personally know to me, Nancy Maze.

Signature of Person Taking Acknowledgment		
Nancy Maze  Name of Acknowledger - Typed Printed or Stamped		
Name of Acknowledger - Typed Printed or Stamped		

(Required if under \$10,000.00)

BOARD APPROVAL DATE\_

#### EXHIBIT A

# PROJECT SCOPE AND BUDGET GENERAL ENGINEERING SERVICES

#### A. GENERAL DESCRIPTION

Design Engineering Services. Design for the installation of a 16-inch PVC pipeline from the proposed connection point of the currently under construction 16-inch pipeline which is being placed in the County Road CR-905 right of way (ROW) (near Reef Drive) to a connection point downstream of the Key Largo Pump Station (PS) (David C. Ritz Booster PS). This design will include several hundred feet of pipeline and a crossing of US Highway I near the intersection of Reef Drive and CR-905.

#### **B. SCOPE OF SERVICES**

CONSULTANT will provide the following professional engineering services to FKAA to identify and evaluate the proposed pipeline route, road crossing issues, and other considerations for the placement of the proposed 16-inch water main. Services will include:

Task 1: Pipeline route investigation. CONSULTANT shall investigate the proposed area for pipeline installation. It is anticipated that the pipeline route will be along CR-905 until adjacent to US 1, at which point it will cross US 1. The extent of the route will be from the terminus of the pipeline project currently under construction to the Key Largo PS. Considerations will be given to installation factors, neighborhood & traffic issues, and cost impacts. FKAA will arrange for access to and make all provisions for CONSULTANT to enter upon property not owned by FKAA to allow for such investigations.

Task 2: Pipeline installation requirements. CONSULTANT shall research and determine requirements associated with pipeline placement (set-backs, depth of cover, pipeline separation, etc.). Factors that affect open cut, tunneling/boring installation methods, maintenance of traffic, and restoration requirements will be considered.

Task 3: Pipeline design: CONSULTANT shall develop plan and profile drawings which identify the location and depth of the proposed pipeline. Details associated with the method of crossing US 1 will be included. Technical specifications will be developed. Front-end/contract specification sections shall be FKAA standard.

Task 4: Pipeline Surge Mitigation Investigation/Design. CONSULTANT shall investigate and analyze the surge issues and concerns in the 12-mile pipeline that runs from the Key Largo Pump Station to the Ocean Reef development. Upon completion of the surge analysis the CONSULTANT shall develop construction plans and specifications to implement the approved surge mitigation method.

Task 5: Permitting requirements. CONSULTANT shall identify required permits and prepare necessary applications for FKAA processing. Permitting fees shall be provided by FKAA.

Task 6: Cost estimating. The CONSULTANT shall develop a project cost estimate in accordance with American Association of Cost Engineers (AACE) International Recommended Practice No. 18R-97.

Task 7: Bidding assistance. The CONSULTANT shall assist FKAA with construction bid solicitation. This effort shall include assistance with the following:

- Bid advertisement;
- · Prebid Meeting;
- RFI/Addenda preparation;
- · Bid review and opinion of acceptability

Task 8: Survey, Utility Locates, Geotechnical Services: For the purpose of this scope of services the CR-905 roadway survey will be utilized for the pipeline design purposes. No survey services are included in this scope of work.

The location of underground utilities in the area of the proposed pipeline location will be determined utilizing ground penetrating radar (GPR). Should it be determined that additional physical location of existing utilities is required, the associated excavation efforts will be necessary under a separate agreement.

It is anticipated that the location of the proposed pipeline will be primarily in an existing ROW and that suitable geotechnical condition exist for pipe placement and no additional geotechnical information will be gathered as part of this scope of work.

Deliverable: The deliverables shall consist of:

- Pipeline design/installation drawings (draft & final)
- Surge mitigation design/installation drawings (draft & final)
- Specifications
- Cost estimate
- Utility Locates
- Permit application forms and supporting documentation
- Bid solicitation support documentation

Information Required from FKAA: 1) Design documents for the pipeline that is currently under construction, 2) Flow and pressure requirements; 3) Asbuilts of existing piping at connection points and at proposed surge mitigation location; 4) Pipeline surge information history; 5) Pipeline hydraulic model (if available), and 6) Available survey, geotechnical, and utility locates information. The CONSULTANT shall be entitled to use and rely upon all information provided by FKAA or others, in performing the services required hereunder.

Schedule: From the date of information receipt, the CONSULTANT shall provide deliverables in accordance with the following:

- Pipeline & surge mitigation design/installation drawings draft 6 weeks
- Pipeline & surge mitigation design/installation drawings final 4 weeks after receipt of FKAA comments on draft drawings
- Specifications 6 weeks
- Cost estimate 6 weeks
- Survey/Utility Locates/Geotechnical Information 4 weeks
- Permit application information 6 weeks
- Bid solicitation support documentation In accordance with FKAA bidding and award schedule

It is mutually understood that authorization to perform any of the above mentioned services will be at the direction of the Executive Director or the Deputy Director of Utility Operations.

The services to be performed by the CONSULTANT are intended solely for the benefit of FKAA. No person or entity other than FKAA shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the performance of the CONSULTANT's services hereunder.

#### C. FEES

Compensation for the Labor and Reimbursement Expenses shall be performed under the Lump Sum method of compensation as provided for in Method I of the Agreement.

#### Fee Table

TASK DESCRIPTION	Lump Sum Fee (\$)
Design Engineering Services – CR-905/US I Crossing	\$63,751
Expenses	\$5,250
FEE TO	TAL \$69,001

#### SIGNED:

ENGINEERING CORPORATION

Carollo Engineers, Inc.

le Munce, Elizabeth Fujikawa, Vice President

ACCEPTED:
FLORIDA KEYS AQUEDUCT AUTHORITY
Kirk Zuelch, Executive Director
Kent Nelson, P.E., Deputy Director of Utility Operations
BOARD APPROVAL DATE

#### C-905/US 1 PIPELINE CROSSING

Labor Classification and Hourly Rate

							Total
Task	Labor Classification		Project Engineer	Lead Design	Senior		Labor
umbe	Task Description	Manager	Civil/Mech.	Engineer	Designer	Cierical	Hours
1	Pipeline Route Investigation	2	2	8			12
2	Pipeline Installation Requirements	2	2	8			12
			1.10		ADDITION OF THE PARTY OF THE PA		
3	Pipeline Design		All the second of			V-2000000000000000000000000000000000000	
	Preliminary Dcoument Production (30%)						
	- Preliminary Drawings	2	4	12	24	1	43
	- List of Specifications	1	1	4	24	1	7
	- US 1 Crossing Details	2	8	12	12		34
***************************************	- Preliminary MOT/FDOT Coordination	2	4	8	8	2	24
	- Ground Penetrating Radar Investigation Coord.	2	2	2	2	2	10
***************************************	Crossia Constanting French Harvey States		-				10
	Final Dcoument Production (100%)		AND THE PERSON NAMED IN COLUMN				
	- Final Drawings	2	8	16	32	2	60
	- Specifications	2	8	24		2	36
	- US 1 Crossing Details	2	4	8	8		22
	- MOT/FDOT Coordination	2	4	8	8	2	24
4	Pipeline Surge Mitigation Investigation/Design						
	- Surge Investigation & Analysis	2	4	8		1	15
	- Surge Mitigation System Design	2	8	12	12	1	35
	Monthly Meetings (2)	8	8	8		2	26
	Project Management and Administration (1 hrs/wk)	10				2	12
	Quality Management	2	8			2	12
5	Permitting						
	- FDEP Permitting	1	2	8	2	2	15
	- Response to Permitting RFIs/RFCs	1	2	4		2	9
6	Cost Estimating	2	2	6		2	14
7	Bidding Services						***************************************
	- Bid Advertisment		1	1		1	3
	- Pre-bid Meeting		4	4	***************************************		В
	- RFI/Addenda Preparation	1	2	8	4	2	17
	- Bid Review & Opinion of Acceptability	1	- Aldrey - Mills	4		1	6
	A						
8	Survey, Utility Locates, Geotechnical						
	(see below)		***************************************				
			www				***************************************
	TOTAL						
	Labor total hours	51	88	175	112	30	-
	Labor Rate	\$225.00	\$180.00	\$144.00	\$108.00	\$63.00	
	Total Labor Costs	\$11,475.00	\$15,840.00	\$25,200.00	\$12,096.00	\$1,890.00	
	Subconsultants (\$0 geotech, \$0 survey)						
	- Ground Penetrating Radar (Utility Locates)						\$2,500
	10% Mark-up	1000					\$250
	Subconsultant Total				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$2,750
	Other Direct Costs (Travel, shipping, reproduction, etc.)						\$2,500
					the contract of the contract o		
	Project Total						\$69,001

# SCHEDULE OF HOURLY RATES EXHIBIT B

## Attached

(see Exhibit A for lump sum fee amount)

### SCHEDULE OF HOURLY RATES GENERAL ENGINEERING

#### **EXHIBIT B**

## Client: Florida Keys Aqueduct Authority

Labor Category	Raw Labor Rate Range	Total Billing Rate Range
Engineer/Scientists	The same of the sa	and always program and amounted to be an
Civil/Process Engineer I	\$34.00 - \$38.00	\$102.00 - \$114.00
Civil/Process Engineer II	\$39.00-\$46.00	\$117.00 - \$138.00
Lead Process/ Design Engineer	\$47.00 - \$52.00	\$141.00 - \$156.00
Project Engineer	\$54.00 - \$62.00	\$162.00 - \$186.00
Process Specialist	\$65.00 - \$72.00	\$195.00 - \$216.00
Senior Process Specialist	\$65.00 - \$80.00	\$195.00 - \$240.00
Project Manager	\$62.00 - \$70.00	\$186.00 - \$210.00
Senior Project Manager	\$65.00 - \$75.00	\$195.00 - \$225.00
Technical Advisor	\$65.00 - \$80.00	\$195.00 - \$240.00
Principle-in-Charge	\$80.00 - \$85.00	\$240.00 - \$255.00
Technicians		
Technicians	\$24.50 - \$31.50	\$73.50 - \$94.50
Senior Technicians/Designers	\$31.50 - \$45.00	\$94.50 - \$135.00
Lead Design Specialist	\$47.00 - \$58.00	\$141.00 - \$174.00
Support Staff		
Word Processing/Clerical	\$19.00 - \$23.00	\$57.00 - \$69.00
Senior Word Processing/Clerical	\$23.00 - \$26.00	\$69.00 - \$78.00
Field Staff		
Inspector	\$22.00 - \$34.00	\$66.00 - \$102.00
Senior Inspector	\$34.00 - \$45.00	\$102.00 - \$135.00
Senior Construction Manager	\$58.00 - \$75.00	\$174.00 - \$225.00
Other Direct Expenses		

. An est Enperson

Travel, Subsistence and Other Direct Expenses

At Cost

Subconsultant

Cost + 10%

Mileage (in accordance with FKAA Travel & Business Reimbursement Policy and F.S. 112.061)

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DUO- 04	1		CONSENT:		REGULA	AR: X
MEETING DATE:	June 27, 2018	_		DIVISION:	UTILITY O	PERATIONS	<u> </u>
AGENDA TITLE: professional hydro for a not-to-exceed	Consideration of geology services relation amount of \$125,000	lated to gro	amendment undwater impa	to Water So acts associate	cience Asso d with FPL's	ociates agrees s cooling can	ement for al system
ITEM BACKGROUND: Florida Power and Light's (FPL's) power plant at Turkey Point has a Cooling Canal System (CCS) that has impacted groundwater quality in the Biscayne Aquifer. FKAA has been monitoring and evaluating this situation. To continue the evaluation and with evaluating FPL's required actions for improvements, WSA is needed for their expertise in hydrogeology and knowledge of this CCS issue. WSA will also expand, refine, and calibrate the freshwater/saltwater model to assess potential impacts from the CCS under a wide variety of conditions.							
PREVIOUS RELE hydrogeology serv	VANT ACTION BY Fices on March 25, 20	FKAA BOA 015; amend	RD OF DIREC ment to WSA a	TORS: Approagreement app	oved WSA for	or professiona lay 25, 2016.	ıl
<b>STAFF RECOMMENDATION (MOTION):</b> To approve amendment to Water Science Associates agreement for professional hydrogeology services related to groundwater impacts associated with FPL's cooling canal system for a not-to-exceed amount of \$125,000.							
SUPPLEMENTAL	. INFORMATION: Se	ee attached					
DOCUMENTATIO	N: Included:	<b>✓</b>	To-Follow:		No	t Required:	
Cost to FKAA: Cost to Others: Total Cost:	\$ \$ 	125,000 125,000	E	BUDGETED:	Yes	X	No
DEPARTMENT:	Engineering		DEPARTME	NT DIRECTO	R APPROV	AL:	دالا .
DIVISION DIREC	CTOR APPROVAL:_						)
Reviewed by: In	iternal Auditor:	Ge	eneral Counsel	RII		ve Director:	14
BOARD ACTION:							
Approved:	Tabled: □	D	isapproved: 🗆	R	ecommenda	ation Revised	: 🗆
Comments:							
Date:			Recording	Clerk:			

#### AMENDMENT 8 TO PROJECT 1130-14 (May 2018)

## FKAA Professional Services Agreement with Water Science Associates Exhibit A

## **Scope of Services**

Per your request, we have prepared this cost proposal to provide professional hydrogeologic services on behalf of the Florida Keys Aqueduct Authority (FKAA) in the review and analyses of potential impacts to the FKAA water supply system as a result of Florida Power and Light's (FPL's) the Cooling Canal System (CCS) at the Turkey Point Power Plant. Water Science Associates, through FKAA, has been participating in technical and legal actions with regard to the CCS impacts that have resulted in positive movement including:

- A settlement agreement between FPL and Miami Dade County requiring active abatement (removal) of the hypersaline plume and significantly increased monitoring of the plume movement and recovery progress.
- A Consent Order between FPL and the Florida Department of Environmental Protection (FDEP) confirming that:
  - The CCS is the primary cause of continued movement of the saline water interface threatening FKAA wellfield operations;
  - Groundwater originating from beneath the CCS is reaching tidal surface waters connected to Biscayne Bay; and
  - Requiring implementation of remedial action and monitoring plans that include, halting and reducing the westward extent of the hypersaline plume to remove its influence on the saline water interface, and elimination of deep bay connections to reduce connection of CCS groundwater to Biscayne Bay.

Water Science Associates continues to provide responsive services to the scientific and legal teams challenging FPL in the form of data research, data extractions and analyses, preparation of graphical and tablature interpretations, preparation of expert opinions, and participation in various ongoing communications with the team and with FKAA. However, as indicated in earlier correspondence, we have exhausted our authorized funding for support of the FPL challenge efforts as of April of this year.

#### **General Services**

In early May of 2018, Water Science Associates developed an expert opinion report for the pending case of Southern Alliance for Clean Energy et al vs. FPL in the United States District Court Southern District providing groundwater and surface water quality analysis and conclusions on the potential impact of proposed actions by FPL for improvement of their facility operating conditions and remediation of the hypersaline plume emanating from the CCS. In addition, Water Science Associates has been asked provide groundwater modeling expertise in support of the pending case by updating existing models developed during previous challenges to FPL by the firm of Earthfx Inc. Continued and expanded hydrogeological services are therefore anticipated over the next six months in support of ongoing legal challenge efforts.

Water Science will provide hydrogeological analyses and expert testimony to address potential impacts to the FKAA water supply system from proposed actions at the FPL Turkey Point Power Plant. Proposed work efforts may include data review, data analysis, data acquisition, groundwater modeling, and preparation of technical documentation as needed to support the legal team regarding protection of the water supply system.

Specific tasks we anticipate that will be required include:

- Review of technical documents and data from FPL, agencies, stakeholders, and consultants.
- Preparation of graphics and statistical analysis to aid in data interpretation and presentation.
- Assessment of potential plume migration in groundwater from the FPL CCS to the FKAA public water supply well system.
- Direction and inputs to hydrogeologic modeling to evaluate contaminant migration from FPL CSS operations and impacts of proposed remedial actions.
- Collection and analysis of new data to assess potential contaminant migration.
- Preparation of technical documents summarizing data collection, analysis, and conclusions.
- Attend team meetings (in person and via teleconference) in preparation of legal proceedings.
- Preparation and attendance in depositions and trial in support of the protection of the FKAA water supply system.

The cost to provide these general services will be based on Time and Materials expended with a not to exceed limit of \$50,000.

#### **Hydrogeologic Modeling Services**

A freshwater/saltwater model was developed by Earthfx for Atlantic Civil Inc. (ACI) in 2015 to represent groundwater flow and the movement of the freshwater/saltwater interface in the portion of the Biscayne aguifer in South Dade County, FL. The model represented the ACI guarry, other guarries in the area, pumping for municipal supply (including the FKAA wells). agricultural pumping, and the Cooling Canal System (CCS) operated by Florida Power and Light (FPL) at its Turkey Point Nuclear facility. The model used 13 layers to represent the Biscayne Aquifer and was built on a regular finite-difference grid consisting of square cells 500 ft on a side. The eastern model boundary coincided with the shoreline where a fixed equivalent freshwater head and fixed concentration were assigned in all 13 layers. The simulation of the CCS was included in the model as part of the cumulative impact investigation but the study focussed on the area between ACI and the CCS. Based on the results of the ACI modeling study (Earthfx, 2014), along with water quality data collected by the DERM, FKAA, FPL, and others, it was shown that the CCS is having a major impact on the freshwater/saltwater balance west of the CCS as well as affecting water quality east of CCS under Biscayne Bay. Additional studies have been conducted since that modeling effort and FPL has implemented some remedial measures and proposed others to manage salinity levels in the CCS and the affected parts of the Biscayne aquifer.

To better understand the impact of the CCS on the area between the FKAA wellfield and on Biscayne Bay and to predict future conditions under different remedial actions, it is important to

have a model that accurately represents the geometry and physical properties of the CCS and correctly represents flow conditions along the eastern and western sides the CCS and out into Biscayne Bay. The proposed scope of work for this study would include building a more refined model grid that includes extending the model boundary out beneath Biscayne Bay, model calibrations to match the most up to date observed heads and solute concentrations, and application of the model to simulate the migration of hypersaline water leaking from the CCS that is currently impacting the Biscayne Aquifer and Biscayne Bay.

Model construction would begin with an update and assessment of the available data. All inputs for the model, based on the available data, will have to be updated. It will also be necessary to review and revise all the model pre-processor codes used to generate SEAWAT model input files to be compatible with the new model grid, model layers, and boundary conditions. All gridded data (e.g., layer properties and geometry) and representation of the canals and lakes will be revised.

Once the data has been analysed and used to construct the refined model, the model will be calibrated to known hydrologic data to ensure that the new model can recreate the history of saltwater migration in South Dade County and match observed water level and water chemistry data. To test the predictive capabilities of the new model, the same suite of six scenarios that capture past conditions ranging from pre-development to 2015 will be simulated and compared with historic observations. Once the new model is calibrated, it will be capable of characterizing the freshwater/saltwater system and assess potential impacts from the CCS under a wide variety of conditions including remedial actions currently proposed by FPL.

The cost to provide these modeling services by Earthfx under this contract amendment will be based on Time and Materials expended with a not to exceed limit of \$75,000. A partial breakdown of modeling cost is provided below.

	Task	Estimated Cost	
1	Review of Available Data Expansion of Model Into Biscayne Bay		
2	Expansion and Refinement of Model Grid	\$48,500	
3	Refinement of Model Layering		
4	Model Calibration		
5	Model Testing by Running Simulations of Past Conditions	\$10,500	
6	Reporting, Testimony, Liaison, and Project Management	\$16.000	
	Total Estimated Cost	\$75,000	

#### Summary

The described scope of work above provides for a wide range of technical analyses and support of current and proposed legal actions. All work will be provided on a time and materials basis with a total cost not to exceed. \$125,000.

BOARD APPROVED:

Kirk C. Zulech
Executive Director

WATER SCIENCE ASSOCIATES

Date

Brian Barnes

Vice President

Kent Nelson

Deputy Executive Director Utility Operations

Date

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DUO- 05	:		CONSENT:		REGULAR:	X
MEETING DATE:	June 27, 2018			DIVISION:	UTILITY OPE	RATIONS	
AGENDA TITLE: Coassessment for Proje							ning
ITEM BACKGROUND: The FKAA recognizes the need to focus on establishing a more resilient water system and improve water supply reliability. The consultant will perform a facility planning assessment of the Stock Island Reverse Osmosis (SIRO) Facility that will determine optimal water production capacity and operational mode along with associated capital and operating costs for the three (3) alternatives shown below. This will provide the FKAA the information needed to identify the preferred alternative.					land long		
	•	New facility	cility in emerge y in emergency y with baseload	standby			
PREVIOUS RELEVA	NT ACTION BY F	KAA BOAF	RD OF DIRECT	ORS: N/A			
STAFF RECOMMEN facility planning asse \$174,879.							
SUPPLEMENTAL IN	FORMATION: Se	e Attached.					
DOCUMENTATION:	Included:	<b>✓</b>	To-Follow:		Not Requ	uired:	
Cost to FKAA: Cost to Others: Total Cost:	\$ \$ 	\$174,879 \$174,879	BU	JDGETED:	Yes X	No [	
DEPARTMENT:	Ingineering		DEPARTMEN	IT DIRECTOR	APPROVAL:	J. C.R	•
DIVISION DIRECTO	OR APPROVAL:_						
Reviewed by: Inter	nal Auditor:	Ger	neral Counsel: <sub>.</sub>	DIF	Executive Dir	ector:	
BOARD ACTION:	/						
Approved: □	Tabled: ∟	Dis	sapproved: 🗆	Re	commendation F	Revised: 🗆	1
Comments:							
Date:			Recording C	Clerk:			

## **CONTRACT** FKAA PROJECT NO.

THIS AGREEMENT, made and entered into this	day of	, by and
between the Florida Keys Aqueduct Authority, hereinafte	r "FKAA", and	,
hereinafter referred to as "CONSULTANT".		·

WHEREAS, the FKAA has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with CONSULTANT's Competitive Negotiation Act, and;

WHEREAS, the FKAA represents that it is a Utility, organized under the State of Florida with the authority to engage CONSULTANT and accept the obligation for payment for the services desired, and;

WHEREAS, the FKAA desires to engage CONSULTANT to perform certain professional services pertinent to such work in accordance with this AGREEMENT, and:

WHEREAS, CONSULTANT shall provide such professional services in accordance with this AGREEMENT.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this AGREEMENT, it is mutually understood and agreed as follows:

#### I. <u>DEFINITIONS</u>; GENERAL CONDITIONS

- A. THE SCOPE OF SERVICES is to be implemented as set forth by this AGREEMENT and by Exhibit A, Project Documentation as attached to this agreement that are made part hereof.
- B. CONSTRUCTION COSTS shall be the total estimated cost to the FKAA of all elements of the project designed or specified by CONSULTANT. Construction costs shall include the cost at current market rates of labor and materials furnished by the Contractor and equipment designed, specified, selected or specially provided for by CONSULTANT, plus a reasonable allowance for the contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction. Construction costs does not include the compensation of CONSULTANT or CONSULTANTS subconsultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the FKAA. CONSULTANT shall use its best judgment as a design professional familiar with the construction industry in estimating the construction cost. FKAA acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. FKAA acknowledges that such influences may not be precisely forecasted and are beyond the control of CONSULTANT and that actual costs incurred may vary substantially from the estimates prepared by CONSULTANT. CONSULTANT does not warrant or guarantee the accuracy of construction or development cost estimates.
- C. PHASES: A phased approach may be utilized. The FKAA and CONSULTANT shall have the right to negotiate the terms of each phase. In the event the parties cannot agree, the FKAA may select another CONSULTANT or go out for additional proposals in order to complete the subsequent phase(s) of the project. This phased approach shall not waive the FKAA's right to terminate this AGREEMENT during any phase of the project.

#### II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of CONSULTANT to the FKAA will be that of a professional CONSULTANT, and CONSULTANT will provide the professional and technical services required under this AGREEMENT in accordance with acceptable practices and ethical standards which may include, but are not limited to professional engineering services as identified in the attached Exhibit A, Project Documentation. No employer/employee relationships shall be deemed to be established and CONSULTANT, its agents, subcontractors, and employee shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of CONSULTANT to work with the FKAA and appraise it of solutions to problems and the approach or technique to be used towards accomplishment of the FKAA's objectives as set forth in this AGREEMENT upon execution by both parties.
- C. Exhibit A-1 establishes a budget for the project. CONSULTANT shall be responsible for providing, at no additional cost to the FKAA, completed designs, drawings, specifications, reports and other applicable services if the budget for the entire project is exceeded during and up to completion of the final design phase of the project; however, nothing contained herein shall require CONSULTANT to bear additional costs if the additional costs are a result of a change in the scope of services directed by the FKAA.
- D. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and the coordination with all appropriate agencies of all drawings, specifications, reports and other services furnished by CONSULTANT. CONSULTANT shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time CONSULTANT's services are rendered. CONSULTANT shall, without additional compensation, correct or revise said error or omissions to the satisfaction of the FKAA. CONSULTANT shall have no liability for defects in the services attributable to CONSULTANT's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by FKAA or third parties.
- E. Approval by the FKAA of drawings, designs, specifications, reports and incidental professional services or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. The FKAA's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.
- F. CONSULTANT designates <u>Ricardo Vieira</u>, P.E., as its representative to act as liaison with the FKAA. The representative shall manage and coordinate FKAA projects and is hereby authorized to act on behalf of CONSULTANT to act on related matters with respect to performance of services for the FKAA in accordance with the AGREEMENT. Any change to name other person shall be requested in writing to the FKAA, and shall be approved by the FKAA.
- G. CONSULTANT shall attend all meetings, as specified or as defined where the project is discussed, unless the FKAA's representative declares such attendance and participation is not necessary. In addition, CONSULTANT shall attend all additional meetings as may be required to facilitate the project.

- III. <u>DUTIES OF CONSULTANTS</u>; <u>STUDY AND REPORT PHASE THROUGH CONSTRUCTION PHASE AND RESIDENT PROJECT REPRESENTATIVE SERVICES PHASE</u> The following Duties of CONSULTANT are separated into phases of the project that shall be performed by CONSULTANT. The FKAA may require additional requirements applicable to the project that will be specified in attached Exhibits. The FKAA must authorize the commencement of each phase of the work unless otherwise agreed upon.
  - A. Phase I Study and Report Phase
    If the Study and Report Phase is authorized, the following requirements shall apply.
    - 1. CONSULTANT shall consult with the FKAA to clarify and define the FKAA's requirements for the Project and review available data.
    - 2. CONSULTANT shall advise the FKAA as to the necessity of the FKAA's providing or obtaining from others, data or services.
    - 3. CONSULTANT shall identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
    - 4. CONSULTANT shall provide analyses of the FKAA's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
    - 5. CONSULTANT shall provide a general economic analysis of Owner's requirements applicable to variable alternatives.
    - 6. CONSULTANT shall prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdictions as aforesaid) and the alternative solutions available to the FKAA and setting forth CONSULTANTS findings and recommendations. This Report will be accompanied by CONSULTANTS pre-design opinion of probable costs for the Project, including, but not limited to the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies allowances for such other items, such as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, and for permit, review and/or approval fees by other governmental agencies, if required. CONSULTANT shall also provide a preliminary evaluation of the FKAA's Project Schedule. The FKAA's Project Schedule and probable construction costs shall be evaluated and updated throughout subsequent phases of the work.
    - 7. CONSULTANT shall furnish the number of copies of the Study and Report documents as provided in this AGREEMENT and review them with the FKAA.
  - B. Phase II Preliminary Design Phase

If the Preliminary Design Phase is authorized, the following requirements will apply:

- 1. CONSULTANT, in consultation with the FKAA shall determine the general scope, extent and character of the Project.
- 2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

- 3. Advise the FKAA if additional data or services are necessary and assist the FKAA in obtaining such data and services.
- 4. Furnish the specified number of copies of the above Preliminary Design documents as contained within the Project Documentation and present and review them with the FKAA.
- CONSULTANT shall submit to the FKAA a preliminary estimate of construction costs based on current area, volume or other unit costs, which shall be updated throughout the design development phase.
- 6. CONSULTANT shall prepare a development schedule, which shall include, but shall not be limited to, the review and approval times by all governmental agencies as may be required.
- 7. CONSULTANT shall make available all design calculations and associated Data, and participate in meetings in which Value Engineering Analysis of the project takes place, at such times and places as shall be determined by the FKAA.

#### C. Phase III - Final Design Phase

If the Final Design Phase is authorized, the following requirements shall apply:

- CONSULTANT shall prepare construction documents which shall include but not be limited
  to drawings and technical specifications, general and supplementary conditions, bid forms,
  invitations to bid, instructions to bidders, with technical criteria, descriptions and design data
  necessary for permitting by governmental authorities, and shall include any further
  adjustments in the scope or quality of the project or in the construction budget authorized by
  the FKAA.
- 2. CONSULTANT shall in the preparation of construction documents, technical criteria, written descriptions and design data, take into account all currently prevailing codes and regulations governing construction in the Florida Keys and shall meet the requirements of all other agencies or governmental authorities having jurisdiction over the project.
  - 3. CONSULTANT shall prepare a detailed opinion of probable cost that shall be reviewed by the FKAA prior to going out for bids.
- 4. CONSULTANT shall provide the required documents and attend meetings as necessary, for the approval of governmental boards, agencies or authorities having jurisdiction over the project.
- 5. CONSULTANT shall use front end bid documents provided by the FKAA including bidding forms, conditions of the contract, and form of AGREEMENT between the FKAA and CONTRACTOR.
- 6. CONSULTANT shall prepare all documents including design and plan revisions required for the approval of governmental authorities having jurisdiction over the project. Said approvals are required prior to the public notice for the Invitation to Bid and submission of application and therefore are the responsibility of CONSULTANT.
  - a. CONSULTANT shall provide the FKAA the number of copies of contract documents as specified in this AGREEMENT.

#### D. Phase IV - Bidding/Negotiation Phase

If the biding phase is authorized, the following requirements shall apply

- CONSULTANT shall assist the FKAA in obtaining bids or negotiated proposals, assist in awarding and preparing contracts for construction, attend pre-bid conferences, prepare addenda, provide written recommendation of award, assist in the compilation/preparation of contract documents, and after the award assist the FKAA in securing the required bonds and certificates of insurance, and in the review of the contract documents for completeness.
- CONSULTANT shall attend the bid opening, prepare bid tabulation sheets and assist the FKAA in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- CONSULTANT shall issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 4. CONSULTANT shall consult with and advise the FKAA as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called CONTRACTOR(S)) for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 5. Consult with the FKAA concerning and determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S) when substitution prior to the award of contracts is allowed by the Bidding Documents.

#### E. Phase V - Construction Phase

If Contract Administration is authorized, the following requirements shall apply:

- 1. CONSULTANT shall provide administration of the contract for construction as set forth herein and as contained with the general conditions of the contract for construction.
- CONSULTANT shall be a representation of and shall advise and consult with the FKAA
  during construction and until final payment to the contractor is due. CONSULTANT shall
  have authority to act on behalf of the FKAA only to the extent provided in this
  AGREEMENT and as provided in the contract for construction unless otherwise modified by
  written instrument.
- 3. CONSULTANT shall visit the site at regular intervals appropriate to the stage of construction or as otherwise agreed to by the FKAA and CONSULTANT, in writing, to become generally familiar with the progress and quality of the work completed and shall determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. CONSULTANT shall keep the FKAA informed of the progress and quality of the work and shall provide certification to the FKAA of satisfactory completion of all phases of the work in compliance with the plans, specifications, and/or approved changes or modifications thereto.
- 4. CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures of construction or for safety precautions and programs in connection with the work, since these are solely the

CONTRACTOR'S responsibility under the contract for construction. CONSULTANT shall make every reasonable effort to ensure that the CONTRACTOR completes the work in accordance with the current approved schedule and carries out the work in accordance with the contract documents. CONSULTANT makes no warranty or guarantee with respect to the performance of a CONTRACTOR.

- 5. CONSULTANT based on observations and evaluations of CONTRACTOR'S applications for payment, shall review and certify the amounts due the CONTRACTOR within seven (7) days of receipt.
- 6. CONSULTANTS certification for payment shall constitute a representation to the FKAA, based on CONSULTANTS observations at the site as provided herein and on the data comprising the CONTRACTOR'S application for payment, that the work has progressed to the point indicated and that, to the best of CONSULTANTS knowledge, information, and belief, the quality and quantity of work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents, correctable prior to completion and to specific qualifications expressed by CONSULTANT. The issuance of the certificate of payment shall further constitute a representation that CONSULTANT has made observations to review the quality or quantity of the work.
- 7. CONSULTANT shall recommend disapproval or rejection of CONTRACTOR'S WORK to the FKAA which does not conform to the contract documents. CONSULTANT will have authority to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed.
- 8. CONSULTANT shall review and approve or take other appropriate action upon CONTRACTOR'S submittals such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by CONTRACTORS.
- 9. CONSULTANT shall prepare change orders and construction change directives with supporting documentation and data if deemed necessary by CONSULTANT, for the FKAA's approval and execution in accordance with the contract documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time which is consistent with the intent of the contract documents.
- 10. CONSULTANT shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to the FKAA for the FKAA's review and records, written warranties and related documents required by the contract documents and assembled by the CONTRACTOR and shall issue a final certificate for payment upon compliance with the requirements of the contract documents.
- 11. CONSULTANT shall interpret matters concerning performance of the FKAA and CONTRACTOR under the requirements of the contract documents on written request of either the FKAA or CONTRACTOR. CONSULTANT'S response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
- 12. Interpretations of CONSULTANT shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

When making such interpretations, CONSULTANT shall endeavor to secure faithful performance by both the FKAA and the CONTRACTOR.

- 13. The FKAA shall be the final arbiter on matters relating to aesthetics.
- 14. CONSULTANT shall render written interpretations within a reasonable time on all internal disputes between the FKAA and CONTRACTOR relating to the execution of the progress of the work as provided in the contract documents. CONSULTANT'S interpretations on internal disputes are not binding on the FKAA and the FKAA may result to remedies afforded by this contract to resolve the issue.
- CONSULTANT shall provide the number of sets of the construction documents to the CONTRACTOR as specified in this AGREEMENT
- 16. Upon completion of construction CONSULTANT shall provide to the FKAA, three sets of record drawings, signed and sealed, plus one electronic set incorporating record conditions and other data furnished by CONTRACTOR(S) to CONSULTANT.
- 17. In company with the FKAA, CONSULTANT shall visit the Project to observe any apparent defects in the complete construction, assist the FKAA in consultations and discussions with CONTRACTOR(S) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 18. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to FKAA and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- 19. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.
- 20. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to FKAA a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents

#### F. Phase VI - Resident Project Representative Services Phase

If the Resident Project Representative Services Phase is authorized the following requirements

#### shall apply:

1. Resident Project Representative will be assigned to assist CONSULTANT in carrying out his responsibilities to FKAA at the site. Resident Project Representative is CONSULTANTS agent at site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding Resident Representative's actions. Resident Representative's dealing in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping the FKAA advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the FKAA with the knowledge of and under the director of CONSULTANT.

#### 2. Resident Project Representative shall where applicable:

- Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning its general acceptability.
- b. Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Working principally through CONTRACTOR'S superintendent, assist CONSULTANT in serving as the FKAA's liaison with CONTRACTOR, when CONTRACTOR'S operations affect the FKAA's on-site operations.
- d. Assist in obtaining from the FKAA additional details or information, when required for proper execution of the Work.
- e. Record date of receipt of Shop Drawings and samples.
- f. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
- g. Advise CONSULTANT and CONTRACTOR for the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by CONSULTANT.
- h. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is, in general, proceeding in accordance with the Contract Documents. CONSULTANT makes no warranty or guarantee with respect to the performance of a CONTRACTOR.
- i. Report to CONSULTANT whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or CONSULTANT from the duties imposed by the contract.
- j. Verify that tests, equipment and systems start-up, and operating and maintenance training

- are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records, thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.
- k. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- m. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
- n. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- o. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- p. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.
- q. Furnish CONSULTANT periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop drawing and sample submittals.
- Consult with CONSULTANT in advance of schedule major tests, inspections or start of important phases of the Work.
- s. Draft proposed Change Orders and work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTAINT, Change Orders, Work Directive changes, and Field Orders.
- t. Report immediately to CONSULTANT and the FKAA upon the occurrence of any accident.
- u. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- v. During the course of the work, verify that certificates, maintenance and operation

manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to FKAA prior to final payment for the work.

- w. Before CONSULTANT issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- x. Conduct final inspection in the company of CONSULTANT, the FKAA and the CONTRACTOR and prepare a final list of items to be completed or corrected.
- y. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

#### 3. The Resident Project Representative shall not:

- a) Authorize any deviation from the Contract Documents or substitution of materials or equipment.
- b) Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
- c) Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.
- d) Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e) Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- f) Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
- g) Authorize the FKAA to occupy the Project in whole or in part.
- h) Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

#### IV. DATA AND SERVICES TO BE PROVIDED BY THE FKAA

The FKAA shall provide the following:

- A. Furnish or cause to be furnished such reports, studies, instruments, documents, and other information as CONSULTANT and FKAA mutually deem necessary and which are under control of the FKAA.
- B. Pay for all legal advertisements incidental to obtaining bids or proposals from contractors.
- C. The Executive Director or his designee shall act as the FKAA's representative with respect to the work to be performed under this AGREEMENT. The Executive Director or his designee shall have the authority to the extent authorized by the FKAA Board of Directors to exercise the rights

and responsibilities of the FKAA provided in this contract. Said authority may include but is not limited to: transmit instructions, stop work, receive information, interpret FKAA's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.

- D. Pay all permit application filing fees.
- Provide access to FKAA facilities.

#### V. TIME OF PERFORMANCE

- A. CONSULTANT will begin work promptly after issuance of a notice to proceed.
- B. CONSULTANT'S services called for under the AGREEMENT shall be completed in accordance with the schedule contained in the Project Documentation. If CONSULTANT'S services are unreasonably delayed by the FKAA in excess of 180 days, the time of performance and compensation shall be renegotiated, provided, however, CONSULTANT as a condition precedent to renegotiation shall notify the FKAA within fifteen (15) calendar days from the end of the delay of CONSULTANT'S proposed additional costs incurred by reason of said delay.

#### VI. AGREEMENT PERIOD

The period of service is from the date of execution of this AGREEMENT. This AGREEMENT will terminate at such time as the engineering services required by this AGREEMENT have been completed.

#### VII. COMPENSATION

A. The FKAA will compensate CONSULTANT for the services in accordance with a negotiated lump sum, or a not to exceed budgeted amount based on time charges which are based upon hourly rates, plus reimbursable expenses if compensation is based on Method II and other related costs as are specified in this AGREEMENT.

#### 1. METHOD 1 - LUMP SUM

Wherever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The FKAA and CONSULTANT shall mutually agree to a lump sum amount for services to be rendered and a detailed scope of services. Should the FKAA deem that a change in the scope of services is appropriate, then a decrease or increase in compensation shall be authorized in writing. In lump sum contracts, CONSULTANT shall submit the estimated man hours, wage rates and other actual unit costs supporting the compensation. CONSULTANT shall submit a truth in negotiation certificate stating that all data supporting the compensation is accurate, complete and current at the time of contracting.

#### 2. METHOD II - TIME/CHARGES NOT TO EXCEED BUDGETED AMOUNT

When a service is to be compensated for a time charge/not to exceed basis, CONSULTANT will submit a not to exceed budget cost to the FKAA for prior approval based on actual time charges which shall not exceed established hourly rates as shown in Exhibit B attached hereto, plus reimbursable expenses and other related costs. The FKAA shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the not to exceed cost amount.

- a. The FKAA agrees to pay CONSULTANT compensation for services rendered based upon the established raw hourly salary rates as shown in Exhibit B for services rendered on FKAA projects multiplied by an overhead factor containing a ten percent (10%) profit, which shall not exceed 3.0. The overhead factor may be subject to audit. The schedule of hourly rates as set forth in Exhibit B is attached hereto and made a part hereof. The rates listed in Exhibit B may be adjusted upon AGREEMENT of the parties.
- b. In addition, the FKAA shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by CONSULTANT if provided in this AGREEMENT as follows:
- 1. Transportation and subsistence when traveling in connection with the work required of this AGREEMENT shall be reimbursed in accordance with the FKAA Travel and Business Reimbursement Policy and Florida Statute; FS 112.061. The method of transportation shall be by the most efficient and economical means of travel (considering time of the traveler, cost of transportation and per diem or subsistence required). Lodging of CONSULTANT'S while on official FKAA business in Monroe County should be arranged and paid for directly by CONSULTANT. FKAA will reimburse lodging for hotels in comparable value to Hampton Inn, Holiday Inn, Fairfied Inn, etc. Mileage and per diem will be reimbursed in accordance with the FKAA Travel and Business Reimbursement Policy and F.S. 112.061.
- 2. Actual expense of reproductions of documents in excess of that stipulated in the Project Documentation.
- 3. Actual expenses of testing, laboratory services, and field equipment, postage, supplies incurred directly for the project, and CONSULTANT'S standard project charges for special health and safety requirements of OSHA.
- 4. Actual expenses of overtime work requiring higher than regular rates, when authorized by the FKAA.
- 5. Express courier services shall only be utilized with the approval of the Director of Environmental Services or Director of Engineering.
- 6. Travel expenses for CONSULTANT'S employees traveling to and from CONSULTANT'S offices shall not be reimbursable unless the travel is required for meetings with FKAA personnel, or as otherwise approved by the Director of Environmental Services or Director of Engineering.
- B. Subcontractual service shall be invoiced at the actual fees paid by CONSULTANT, plus an additional ten percent (10%) of the cost of these services to compensate CONSULTANT, for the procuring and management of the subconsultant, and for the other financial and administrative costs. Subcontractual services shall be approved by the FKAA in writing prior to performance of the Subcontractual work.
- C. Total Compensation (including, but not limited to compensation for subconsultants) for all services and expenses shall not exceed the budget cost listed in this AGREEMENT, without written approval.
- D. If the FKAA determines that any price for services, however calculated, provided by CONSULTANT, including profit, negotiated in connection with this AGREEMENT or any cost

reimbursable under this AGREEMENT was increased by any significant sums because CONSULTANT or any subcontractor furnished incomplete or inaccurate costs or pricing data, then such price or cost of profit shall be reduced accordingly and the AGREEMENT shall be reduced accordingly and the AGREEMENT shall be modified in writing to reflect such reduction.

#### VIII. PAYMENT

The FKAA agrees that it will use its best effort to pay CONSULTANT within thirty (30) calendar days from presentation of CONSULTANTS itemized report and invoice and approval of the FKAA's representative, unless additional time for processing is required for payments for basic services, Subcontractual services, and reimbursable expenses as defined in Section VII. CONSULTANT shall submit monthly invoices, as required in this AGREEMENT, which shall include a report of work completed during the respective invoice period. Invoices shall be in a format consistent with those shown in Exhibit C. The report shall be adequate in detail to describe work progress (% completed for each task) and written summaries of work completed. No payment request shall exceed the value of work and services performed by CONSULTANT under this AGREEMENT. If FKAA fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent per month.

#### IX. MISCELLANEOUS PROVISIONS

#### A. Ownership of Documents

A set of reproducible mylar drawings and electronic documents in a format compatible with AutoCadd, Latest Edition, FKAA's computer system, shall be given to the FKAA. Details, design calculations, and all other documents and plans that result from CONSULTANT'S SERVICES under this AGREEMENT shall become and remain the property of the FKAA, including patent and copyright rights, whether the project is completed or not, and will be delivered to the FKAA upon demand. CONSULTANT reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, CONSULTANT will furnish copies to the FKAA upon request. The contract work is represented by hard copy documentation; software, is provided to the FKAA for convenience only. Nothing contained in this Agreement shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. At all times, CONSULTANT shall retain all of its rights in and to its designs, specification, databases, models, know how, computer software, copyrights, trade and service marks, patents, trade secrets, and any other proprietary property developed or otherwise obtained by or for CONSULTANT independent of this Agreement and any modification thereof ("Pre-existing Intellectual Property"). Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of CONSULTANT. CONSULTANT hereby grants to FKAA an irrevocable, nonexclusive, royalty-free license to utilize CONSULTANT's Pre-existing Intellectual Property provided to FKAA as part of the services.

#### B. Copies of Documents

CONSULTANT shall prepare sufficient copies of all documents necessary to obtain approval through the FKAA's processes, as well as other governmental authorities. See also Section III for additional requirements. The FKAA acknowledges that the materials cited in Paragraph IX and other data provided in connection with this AGREEMENT which are provided by

CONSULTANT are not intended for use in connection with any project other than the project for which such materials are prepared. Any use by the FKAA of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaption by CONSULTANT shall be at the FKAA's sole risk, and CONSULTANT shall have no responsibility or liability therefore.

#### C. Insurance

Without limiting any of the other obligations or liabilities of CONSULTANT, CONSULTANT shall, at his own expense provide and maintain in force, until all of its services to be performed under this AGREEMENT have been completed and accepted by the FKAA (or for such duration as it otherwise specified hereinafter), the following insurance coverage:

- Worker's Compensation Insurance to apply to all of CONSULTANT'S employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.
  - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence\_and \$100,000 per each disease.
- 2. Comprehensive General Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:
  - a. Premises and/or Operations
  - b. Independent Contractors
  - c. Products and Complete Operations CONSULTANTS shall maintain in force until at least three years after completion of all services required under this AGREEMENT, coverage for Products and Completed Operations, including Broad Form Property Damage.
  - d. Broad Form Property Damage
  - e. Contractual Coverage applicable to this specific AGREEMENT.
  - f. Personal Injury Coverage with minimum, limits of coverage equal to those required for Bodily Injury Liability.
  - g. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
    - Owned Vehicles
    - ii. Hired and Non-Owned Vehicles

#### iii. Employer's Non-Ownership

- 3. Professional Liability Insurance with minimum limits of \$1,000,000 per claim. Coverage shall be afforded on a form acceptable to the FKAA. CONSULTANT shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued.
- 4. Prior to commencement of services, CONSULTANT shall provide to the FKAA Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs. All policies covered within subparagraphs of section C shall be endorsed to provide the FKAA with thirty (30) days notice of cancellation and/or restriction (ten (10) days notice for cancellation due to non-payment of premium). The FKAA shall be named as an additional insured as to CONSULTANTS liability on policies referenced except Workers Compensation and Professional liability.
- 5. If the initial insurance policies required by this AGREEMENT expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the FKAA with thirty (30) days notice of cancellation and/or restriction (ten (10) days notice for cancellation due to non-payment of premium).
- 6. CONSULTANT'S insurance, including that applicable to the FKAA as an additional Insured, shall apply on a primary basis.

#### D. Litigation Services

It is understood and agreed that CONSULTANT'S services include reasonable assistance with litigation or dispute resolution arising from this AGREEMENT; provided that such services will not require CONSUTLANT to testify or participate as an expert witness in the litigation or dispute resolution. CONSULTANTS participation shall include up to 20 hours of services related to litigation or dispute resolution. Any such services in excess of 20 hours shall be an additional service.

#### E. Authority to Contract

The FKAA represents that it is an Agency of the State of Florida with the authority to engage CONSULTANT for professional services and to accept the obligation for payment for the services described in this Agreement.

#### F. Assignment

The FKAA and CONSULTANT each binds itself and its successors, legal representatives, and assigns to the other party to this AGREEMENT and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this AGREEMENT subject to budget considerations and requirements of law; and, neither the FKAA nor CONSULTANT will assign or transfer their interest in this AGREEMENT without the written consent of the other.

#### G. Confidential Information

During all times that CONSULTANT is employed on behalf of the FKAA and at all times subsequent to the date of this contract, all discussions between the FKAA and CONSULTANT

and all information developed or work products produced by CONSULTANT during its employment and all matters relevant to the business of the FKAA not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by CONSULTANT and shall not be revealed to other persons without the express written permission of the FKAA, unless mandated by order of the court.

#### H. Non-Exclusive Contract

The FKAA reserves the right to award projects to other firms pursuant to the Florida Statutes Consultant's Competitive Negotiations Act during the period of service of CONSULTANT. CONSULTANT agrees to cooperate with the FKAA and other firms in accomplishing work that may require joint efforts to accomplish the FKAA's goals. This cooperation, when requested by the FKAA, will include but not be limited to:

- 1. Sharing technical information developed under contract with the FKAA.
- 2. Joint meeting for project coordination.
- 3. Establish lines of communication.

#### I. Subconsultants

In the event CONSULTANT, during the course of the work under this AGREEMENT requires the services of any subcontractors or other professional associates in connection with services covered by this AGREEMENT, CONSULTANT must secure the prior written approval of the FKAA.

#### J. Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the representative places of giving notice to with:

Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, Florida 33040

#### **CONSULTANT**

Rafael E. Frias III 2855 North University Drive, Suite 210 Coral Springs, FL 33065

#### K. Attachments

Request for Qualifications is hereby incorporated within and made an integral part of this AGREEMENT.

#### L. Truth-In-Negotiation Certificate

Signature of the AGREEMENT by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this AGREEMENT are accurate, complete, and current. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the FKAA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

#### M. Records

Records of all expenses relative to project shall be kept on a general recognized accounting basis and shall be available to the FKAA or its authorized representative at mutually convenient times.

#### N. Personnel

CONSULTANT represents that it has or will secure at its own expense, qualified personnel required in performing the services under this AGREEMENT. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services. The project manager shall be approved by the FKAA. Key personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected, and as approved by the FKAA.

#### O. Equal Opportunity Employment; Non-Discrimination

CONSULTANT agrees that it will not discriminate against employees or applications for employment because of race, creed, color, religion, sex, age, handicapped status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all CONSULTANT'S subcontractors and it is the responsibility of CONSULTANT to ensure subcontractor's compliance.

#### P. Prohibition Against Contingent Fees

CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT.

#### Q. Termination

This AGREEMENT may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. CONSULTANT and the FKAA shall also have a right to terminate this AGREEMENT for convenience at any time by thirty (30) calendar days written notice to either one or the other. In the event the project described in this AGREEMENT, or the services of CONSULTANT called for under this AGREEMENT, is or are suspended, canceled, or abandoned by the FKAA, CONSULTANT shall be given five days prior

written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment. CONSULTANT agrees to provide all documents to the FKAA (specifically those referenced within). Further, prior to CONSULTANT'S destruction of any of the above referenced documents, the FKAA shall be notified and allowed a reasonable period of time to gain access to and make copies of any such documents. Upon any termination of this AGREEMENT, CONSULTANT agrees that it shall use its best efforts to work harmoniously with any successor who enters an AGREEMENT to provide services for the FKAA in order to provide for a smooth transition period.

#### R. Indemnification

CONSULTANT will at all times indemnify, save and hold harmless and defend the FKAA, its officers, agents (the term agents shall not include the CONTRACTOR(s), any subcontractors, any materialman or others who have been retained by the FKAA or CONTRACTOR, or materialman to supply goods or services to the project) and employees, from and against liability, claim, demand, damage, loss, expense or cause of action and costs based upon third party claims (including attorney's fees at trail or appellate levels) relating to property damages and personal injury to the proportionate extent arising out of negligent action of CONSULTANT, its agents, servants or employees in the performance of services under this AGREEMENT. The indemnifications contained herein shall survive the expiration or earlier termination of this AGREEMENT

Nothing in this AGREEMENT shall be deemed to affect the rights, privileges and immunities of the FKAA as set forth in Florida Statutes 768.28.

#### S. Interest of CONSULTANT

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this AGREEMENT pertains or any other interest which would conflict in any manner or degree with the performance of its service hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

#### T. Prohibited Practices

CONSULTANT during the period of this AGREEMENT shall not hire, retain, or utilize for compensation any member, officer, or employee of FKAA or any person who, to the knowledge of CONSULTANT, has a conflict of interest.

#### U. Compliance With Laws

- 1. CONSULTANT shall comply with the applicable requirements of State, Federal and applicable County laws and all Codes of Ordinances of the local municipality as amended from time to time, and that exist at the time of building permit issuance.
- 2. For Projects involving work under Federal or State Grantors or Approving Agencies, the FKAA and CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included.

#### V. Jurisdiction: Venue

CONSULTANT hereby covenants, consents and yields to the jurisdiction of the State Courts of the 16<sup>th</sup> Judicial Circuit, in and for Monroe County, Florida. Any dispute between CONSULTANT and the FKAA shall be governed by the laws of Florida with venue in the State Courts of the 16<sup>th</sup> Judicial Circuit, in and for Monroe County, Florida.

#### W. Attorney's Fees

In the event a suit is filed in court arising out of this AGREEMENT, the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs on appeal.

#### X. Internal Dispute Between FKAA and Consultant

The Executive Director shall be the l decision maker regarding internal disputes between FKAA and CONSULTANT; provided that this will not limit or waive either Party's right to seek review of or relief from such decision as stated in section IX.V.

#### Y. Project Scheduling

CONSULTANT shall provide scheduling to FKAA, within ten (10) days of the date of commencement as contained within this AGREEMENT. During the course of the work, CONSULTANT shall provide monthly updates with a written description of any changes in the schedule.

#### Z. Extent of Agreement

This AGREEMENT represents the entire integrated AGREEMENT between the FKAA and CONSULTANT and supersedes all prior negotiations, representations or AGREEMENTS, written or oral. This AGREEMENT may not be amended, changed, modified, or otherwise altered in any way, at any time after the execution hereof, except by approval of the FKAA Board of Directors and CONSULTANT.

#### AA. Audit and/or Access to Records

- 1. At all times during the period that the CONTRACT is in force and for a period of not less than three (3) years thereafter, the CONTRACTOR shall provide all authorized representatives of the FKAA with full access/audit to all its financial records that pertain to services performed and determination of amounts payable under the CONTRACT including access to appropriate individuals with knowledge of financial records and full access to all additional records, that pertain to services performed and determination of amounts payable under the CONTRACT, permitting such representatives to examine, audit and copy such records at the site at which they are located. Such access/audit shall include both announced and unannounced inspections and on-site audits.
- Audits conducted under this provision shall be in accordance with generally accepted auditing standards and within established procedures and guidelines of the reviewing or auditing agency.
- This right to access/audit clause applies to financial records pertaining to all contracts, all
  contract change orders, and all contract amendments. In addition, this right to access applies
  to all records pertaining to all contracts, additional work clause items and contract
  amendments.

- 4. To the extent the records pertain directly to contract performance. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the CONTRACT is terminated for default or for convenience.
- 5. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

#### BB. Limitation of Liability.

Neither party shall be liable to the other party for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, consequential, incidental, indirect or exemplary damages whether a claim for any such loss arises out of breach of contract, warranty, tort (including negligence), strict liability, indemnity, or another theory. Except for an obligation to make payments, neither party shall be in default to the extent any nonperformance is caused by a circumstance beyond such party's reasonable control. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. CONSULTANT's total aggregate liability under this Agreement shall not exceed the compensation received by CONSULTANT under the Scope of Services. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding the breach of contract, tort including negligence, strict liability or other theory of legal liability of the party released or whose liability is limited. The benefit of such releases, waivers, or limitations of liability shall extend to the affiliates, successors, assigns and subcontractors of each party, and the directors, officers, partners, employees, and agents of such parties and their affiliates and successors and assigns.

IN WITNESS WHEREOF, the FKAA has caused these presents to be executed in its name by its Executive Director, and attested and its official Seal to be hereunto affixed by its Records Clerk, and CONSULTANT has hereunto set its hand and Seal the day and year first written above:

	Date	
Kirk C. Zuelch, Executive Director	-	
	Date	
Reviewed by: Legal Counsel		

FLORIDA KEYS AQUEDUCT AUTHORITY

BLACK & VEATCH CORPORATION  Rafael E. Frias III, Associate Vice President	Witness: Witness: Witness: What Littly
BOARD APPROVAL DATE:	

## CORPORATE ACKNOWLEDGMENT STATE OF FLORIDA COUNTY OF MONROE

The foregoing instrument was acknowled	dgment before me this	day of
20, by	(name of officer or agent title of off	icer of agent, of
(name of corporation acknowledging), a		State or place of
incorporation) corporation, on behalf of the corp produced identification)		
Signature of Person Taking Acknowledgment		
Name of Acknowledger – Typed Printed or Stampe	ed	

## ACKNOWLEDGMENT IF PARTNERSHIP STATE OF

## **COUNTY OF**

The foregoing instrument was acknowledge	d before me this day of
by(	name of acknowledging partner or agent) of
(name of partnership), a partnership. He/she is (pers	sonally know to me) (or has produced identification)
(type or identification) (as identification) and (did/di	
	·
	-
Signature of Person Taking Acknowledgment	
Name of Acknowledger – Typed Printed or Stamped	İ
Traine of Freedowiedger Typed Finited of Stamper	•
BOADS ADDROLLAR DATE	(D. 1.110.1.0/22222)
BOARD APPROVAL DATE	(Required if under \$10,000.00)



#### I. BACKGROUND

The Florida Keys Aqueduct Authority (AUTHORITY) operates four (4) water treatment facilities to meet its water supply needs during normal and/or emergency conditions. Two water treatment plants at Florida City, one lime-softening plant (source: Biscayne Aquifer) and one brackish RO plant (source: Floridan Aquifer), are used to meet the AUTHORITY's demand during normal conditions. During emergency conditions seawater from wells is desalted using RO membrane technology at two emergency water supply plants, the Kermit H. Lewin Seawater Desalination Facility (KHLSDF) at Stock Island and the Marathon Seawater Desalination Facility at Marathon.

The KHLSDF was originally constructed in the early 1980s with a capacity of three (3) MGD. Today, the KHLSDF has a nominal capacity of two (2) MGD, consisting of four (4) parallel RO membrane trains.

The AUTHORITY is focusing on establishing a more resilient system by proactively planning for improvements to the seawater treatment systems to manage risk and improve supply reliability. Part of said improvements includes upgrades and expansion of the KHLSDF and consideration of new building codes and standards.

The AUTHORITY has requested Black & Veatch (CONSULTANT) under this General Engineering Contract, to conduct a facility planning assessment for the KHLSDF, that will provide:

- 1) A review of water demands tributary to the KHLSDF to determine optimal plant size
- 2) An assessment of facility operational mode (e.g. emergency standby or baseload) and power supply (AUTHORITY owned facility at KHLSDF or shared with Keys Power)
- 3) Associated lifecycle costs (capital and operating) and non-economic factors for these scenarios to better determine the optimal and cost-effective approach for the KHLSDF

The scope and fee provided here will assess the following three (3) alternatives for the KHLSDF as follows:

- Existing Facility in Emergency Standby: Utilizing existing facilities which can be reused or with modifications while operating in standby mode to provide an emergency level of supply (Capacity to be determined based on demand analysis and client workshop)
- 2. New Facility in Emergency Standby: Providing new equipment and building while operating in standby mode to provide an emergency level of supply (Capacity to be determined based on demand analysis and client workshop)
- 3. New Facility with Baseload Flow: Expanded capacity (TBD based on demand analysis and client workshop) with new equipment and building while operated as a continuous local supply.



#### II. SCOPE OF SERVICES

### **Phase 100: Project Coordination**

Task 101 - Project Initiation Meeting

CONSULTANT will conduct a project initiation meeting at AUTHORITY'S office to clarify the requirements for the project, review pertinent available data, review project staffing and organization, present initial work plan, and present initial work schedule.

Task 102 - Project Controls and Team Coordination

CONSULTANT will perform general administrative duties associated with the Project, including project set-up, resource management, progress monitoring, scheduling, QA/QC plan development and updating, general correspondence, office administration, and invoicing.

CONSULTANT will maintain an accurate project documentation and project cost accounting system throughout the project to include the following:

- Maintain a project filing system throughout life of Project to use for storage and retrieval of Project documents
- Prepare status reports and invoices for engineering services in format acceptable to AUTHORITY. Status reports will include a summary of work completed during the previous month

CONSULTANT will update the project execution schedule based upon the AUTHORITY's Notice to Proceed date and distribute the updated schedule at the project initiation meeting. The project schedule will identify the following information:

- Key project tasks and deliverables
- Meetings

CONSULTANT will review, update and submit to AUTHORITY an updated Project schedule upon completion of each Project Phase. Each updated schedule will track original target completion dates.

#### Task 103 – Progress Meetings

CONSULTANT will prepare for and conduct progress meetings. Progress meetings will be conducted by phone on a monthly basis opposite the three workshops described in the tasks. CONSULTANT will prepare agendas prior to meetings and distribute meeting summaries within one week of meetings.



CONSULTANT shall also attend up to three Board meeting and will prepare project updates to be presented by staff or if directed by staff, CONSULTANT shall present.

Task 104 - Quality Assurance/Quality Control (QA/QC)

CONSULTANT will maintain continuous control over the quality of all work effort and project deliverables. This will include oversight and review by the lead technical engineer(s), project manager, and senior technical specialists. In addition to this overall level of quality assurance, CONSULTANT will provide specific review and quality control throughout the project at key project milestones.

#### Deliverables:

- Meeting agendas and summaries
- Status reports with invoices
- Project schedule updates

### Phase 200: Water Resources Analysis

Task 201 - Demand Analysis

The objective of this task is to identify two demand scenarios to assess the optimal sizing and use of the proposed desalination plant improvements. The first scenario will consider a base-loaded plant that would essentially be ran every day at a defined output. Under this scenario, CONSULTANT will review existing and future water demands provided by the AUTHORITY to identify baseload options, which will consider both demand conditions (i.e. average day demand (ADD), maximum day demand (MDD), peak hour demands (PHD)) and the required area of service.

Under the second scenario, the CONSULTANT will identify an emergency-level of demand. CONSULTANT shall build upon the demand conditions provided by the AUTHORITY to further develop options for emergency conditions that will consider such factors as minimal potable use needs, indoor usage levels, potential length of outage/emergency supply needs, and area of service.

Task 202 – Workshop #1

CONSULTANT will conduct a 2-hour engineering workshop with the AUTHORITY for the following:

- <u>Demand Analysis</u>: Review the different options under the base-loaded and emergency scenarios to identify a preferred option under each scenario (1 for baseload and 1 for emergency) to carry forward for evaluation in the next Task(s). CONSULTANT shall utilize a spreadsheet-based approach in assessing the demand options.
- <u>Cost Estimate Assumptions</u>: Review and confirm key cost assumptions that will be the basis for the cost estimates.



<u>System Operations:</u> Review AUTHORITY plant and distribution system facilities and
operations, as facilitated by the AUTHORITY, as well as assumptions for the basis of design
for each alternative. This workshop will also review issues relevant for Phase 300 tasks
(such as dedicated or shared emergency power generation facilities), and present the
proposed framework for the economic analysis.

#### Task 203 - Draft Technical Memorandum

After the workshop, CONSULTANT shall prepare a Draft Technical Memorandum (TM) that summarizes the result of this task. The Draft TM shall be sent to the AUTHORITY electronically for review and comment. Consolidated comments provided by the AUTHORITY shall be addressed as part of the Final Report task (Task 500).

#### **Deliverables**

- Workshop Agenda and Summary
- Draft Facility Size TM (electronic)

## Phase 300: Conceptual Facility Planning and Operations Analysis

Task 301 - SWRO WTP Conceptual Plan and Capital Costs

CONSULTANT will prepare and submit conceptual facility plan with an opinion of probable construction cost (OPCC) for each of the 3 alternatives listed above. CONSULTANT shall prepare the OPCCs as follows: Class 4 OPCC per the Association for the Advancement of Cost Consulting International (AACE) Recommended Practice No.17R-97A, inclusive of: preliminary quantity takeoff, equipment and unit cost estimates, and -30% to +50% expected accuracy level. OPCC's will be presented in spreadsheet format. The OPCC will be organized through a project Work Breakdown Structure (WBS). The WBS will be established to incorporate AUTHORITY standard price schedule items for the project. CONSULTANT will investigate the capital and O&M costs of the facility having dedicated or shared emergency power generation facilities.

Cost estimates presented by CONSULTANT will be accompanied by an Conceptual Facility Plan and Estimate Technical Memorandum, which will consist of the basis of estimate (including the conceptual basis of design and layout), notes, clarifications, assumptions, inclusions, and exclusions made in preparing the estimate.

#### Task 302 - Water Blending and O&M Analysis

CONSULTANT will conduct a qualitative assessment of the distribution system facilities tributary to the KHLSDF that may consider:

Water quality issues related to corrosion, residual stability, and potential blending



- Operational concerns in the distribution system related to KHLSDF operation
- Additional facilities to address RO stability concerns like chemical trim facilities or active mixing within ttanks
- O&M costs for the KHLSDF to be used in the economic analysis

#### Task 303 - Workshop #2

CONSULTANT will conduct a 2-hour engineering workshop with the AUTHORITY to review preliminary cost estimates, blending and O&M results, and economic assessment assumptions, and to discuss the evaluation criteria and approach.

#### Task 304 - Draft Technical Memorandum

After the workshop, CONSULTANT shall prepare a Draft Technical Memorandum (TM) that summarizes the result of this task. The Draft TM shall be sent to the AUTHORITY electronically for review and comment. Consolidated comments provided by the AUTHORITY shall be addressed as part of the Final Report task.

#### Deliverables

- Workshop Agenda and Summary
- Draft Estimate TM (electronic)

#### **Phase 400: Alternatives Evaluation**

Task 401 - Present Value and Life Cycle Cost Evaluation for Alternatives

CONSULTANT will develop an MS Excel-based cost model to evaluate the present value and life cycle cost for each alternative. The economic evaluation will be based on a consensus-based framework determined with the AUTHORITY, but is expected to combine the opinions of probable construction costs, AUTHORITY financing methods, O&M costs, avoided O&M costs, deferred or reduced CIP costs, and other identified non-economic costs and savings.

#### Task 402 - Alternatives Evaluation

<u>Establish Alternatives Evaluation Criteria</u>: In addition to an economic evaluation of the alternatives, non-economic criteria shall also be considered. Non-economic criteria shall reflect the interest of the AUTHORITY and the community it serves including, but not limited to, regulatory, social constraints, community impact, environmental benefits/impacts, operational benefits/challenges, ease of implementation, water quality, and supply reliability. CONSULTANT shall develop an initial short list of criteria and evaluation methodology to review with the AUTHORITY prior to conducting the alternatives evaluation. CONSULTANT shall also develop an initial evaluation scoring



methodology to be reviewed with the AUTHORITY as part of a workshop and will be used as basis of comparisons of the alternatives.

<u>Evaluate Alternatives</u>: Using the alternatives defined previously, CONSULTANT shall conduct an evaluation to assess each alternative in their effectiveness in addressing the identified criteria and economic benefits.

<u>Workshop #3</u>: The results of the Alternative Evaluation shall be reviewed with the AUTHORITY via a 2-hour workshop that will identify a preferred alternative.

#### **Deliverables**

- Workshop Agenda and Summary
- Summary of the criteria and alternatives evaluations will be provided as part of the draft report

#### Phase 500: Final Report

Task 501 - Draft Report

CONSULTANT shall prepare a Draft Report that summarizes the results of the study. The main report is expected to be a summary-level document (up to 20 pages) that explains the overall approach, alternatives evaluations approach, and final recommendations. Previously submitted Technical Memorandums will be finalized and included as Appendices.

Task 502 - Final Report

CONSULTANT shall incorporate comments on the Draft Report. This task assumes that the AUTHORITY will consolidate comments and resolve any conflicting direction. CONSULTANT shall respond to all consolidated comments prior to finalizing the report.

#### **Deliverables**

- Draft Technical Report (electronic)
- Final Technical Report (1 hard copies and 1 electronic)

## Supplemental Services: Additional Scenarios

If AUTHORTY desires, CONSULTANT can prepare additional demand scenarios and/or treatment alternatives to reflect additional criteria and to compare project benefits and costs. Budgetary need for each additional scenario will depend on the effort required to provide additional analysis and cost estimates under Phases 200 through 500.



# **Scope of Services**

# III. SCHEDULE

Task completion schedule is 14 weeks from Notice-to-Proceed as identified in the following summarized schedule of deliverables.

Phase	Deliverable Description	Completion in Weeks after NTP
100	Project Coordination	14
200	Water Resources Analysis	4
300	Conceptual Facility Planning and Operations Analysis	8
400	Alternatives Evaluation	12
500	Final Report	14

# IV. COMPENSATION

CONSULTANT agrees to provide the scope of services above in a Lump Sum amount of \$166,679 (in accordance with General Engineering Services Contract) for Phases 100 through 500 and Time & Materials Expenses in the amount of \$8,200. Invoices will be submitted monthly based on CONSULTANT's percent complete (Lump Sum). CONSULTANT will manage work hours between tasks and employee classifications, and/or utilize other appropriate employee classifications, provided that the work assignment total compensation is not exceeded.

The fees for the scope of work under this work order are listed in the following table.

Phase	Description	Method of Payment	Amount
100	Project Coordination	Lump Sump	\$24,837
200	Water Resources Analysis	Lump Sump	\$23,441
300	Conceptual Facility Planning and Operations Analysis	Lump Sump	\$71,3061
400	Alternatives Evaluation	Lump Sump	\$29,063
500	Final Report	Lump Sump	\$18,033
	Subtotal:	Lump Sump	\$166,679
	Reimbursable Expenses	Time & Materials	\$8,200
	Subtotal:	Time & Materials	\$8,200
	Project Total:		<b>\$174,</b> 879

See attachments for the compensation breakdown.



# **Scope of Services**

# V. ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule or Scope of Work, CONSULTANT shall advise AUTHORITY of the magnitude of the required adjustments. Changes in completion schedule or compensation to CONSULTANT will be negotiated with AUTHORITY.

- 1. The Florida Keys market place is truly unique to any market in the state of Florida due to the logistics' of doing work in the said location that has distinct challenges to attach craft labor, house said labor, as well as difficulties in materials deliveries and such.
- 2. AUTHORITY will provide CONSULTANT record drawings of all available existing facilities in the project area, necessary demand and/or project data, input/confirmation on key assumptions, and timely input/decisions at workshops.
- 3. CONSULTANT assumes that there are no contaminated soils or groundwater in the project area.
- 4. CONSULTANT assumes no wetlands are in the project area.
- 5. CONSULTANT assumes the project area is not on Sovereign Submerged Land.

# VI. EXCLUSIONS

- Design consultants are not responsible for engineering the aforementioned KHLSDF alternatives
- Value Engineering services are not included in the Scope of Work

AUTHORIZATION FLORIDA KEYS AQUEDUCT AUTHORITY	
Kent Nelson P.E., Deputy Executive Director and COO	Date
Jolynn Reynolds, P.E., Manager of Engineering	Date
BLACK & VEATCH CORPORATION  Ricardo Vieira, P.E.	Date <u>6/12/2018</u>
Project Manager. Client Director, South Florida	



# **Scope of Services**

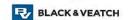
Attachment A Engineering Services Labor and Expense

# Exhibit A - Fee Summary by Task

Florida Keys Aqueduct Authority KHLSDF (Stock Island RO Facility) Facility Plan and Cost Estimate

Project Task/Level of Effort Development Table

Representative Level of Effort: This data is provided for informational purposes only, and it is not intended to be restrictive in the performance of the Work Scope.



- 1		Project Manager	Director	Engineer 6 (Lead Engineer)	Engineer 4 (Engineer)	Engineer 7 (RO WTP Specialist)	Engineer 7 (Cost Estimator)	Engineer 5 (Cost Estimator)	Engineer 3 (Project/Staff Engineer)	Clerical/Office Support	Total B&V Hours	Total Task Labor	Expenses	Total Task Cost
100	Project Coordination				***************************************									
101	Project Initiation Meeting	2	2	2	2		2				10	\$2,680	\$200	1
102	Project Controls and Team Coordination	2	_	8	8					12	30	\$4,860	\$200	\$2,880
103	Progress Meetings	4	4		4		4		-	12	16	\$4,880	_	\$4,860 \$4,387
	Board Review Meetings (three)	12	6		,			-		-	18	\$5,496		\$5,496
104	Quality Assurance / Quality Control (included in individual tasks)		***		16	16	-				32	\$7,414	64	\$7,414
	Subtota	20	12	10	30	16	6	0	0	12	106	\$24,837	\$200	\$25,037
200	Water Resources Analysis	1000			CONTRACTOR				W 100	NAME OF TAXABLE PARTY.	100	324,037	\$200	\$25,037
201	Demand Analysis		-	24		-			36		60	\$10,955		\$10,955
202	Workshop #1	2	2	8	4		2		4		22	\$5,057	\$2,500	\$7,557
203	Draft TM	2	2	10					24	4	42	\$7,429	32,300	\$7,429
	Subtota	4	4	42	4	0	2	0	64	4	124	\$23,441	\$2,500	\$25,941
300	Conceptual Facility Planning and Operations Analysis								STEEL ST		CHE LOS	\$25,441	\$2,300	\$23,541
301	SWRO WTP Conceptual Plan and Capital Costs		2	16		24	4	120		2	168	\$37,360		\$37,360
302	Blending and O&M Analysis		-	10			-	120			0	\$0		\$37,360
	Identify Water Quality Issues/Solutions			8					16		24	\$4,220		\$4,220
	Identify Operational Issues/Solutions			4		12	4		8	. 11	28	\$6,729		\$6,729
	Identify O&M Cost Assumptions		2	-		12	4	8	12		38	\$8,662	_	\$8,662
303	Workshop #2	2	2	8	4		2	4			22	\$5,306	\$2,500	\$7,806
304	Draft TM	2	2	2		2	4	20	8	4	44	\$9,028	QZ,300	\$9,028
	Subtota	4	8	38	4	50	18	152	44	6	324	\$71,306	\$2,500	\$73,806
400	Alternatives Evaluation				1			1 6 6 6	and an extension		er er u	AS STREET	The same	The second
401	Present Value and Life Cycle Cost Evaluation for Alternatives										0	\$0		\$0
	Develop Cost Model		2	8				8	16		34	\$6,558	_	\$6,558
	Estimate Costs for Alternatives	2	1	4				12	16		35	\$6,616		\$6,616
402	Alternatives Evaluation										0	\$0		\$0
	Establish Alternatives Evaluation Criteria		2	4			2	4			12	\$3,069		\$3,069
	Evaluate Alternatives	2	1	4			2	8	24		41	\$7,514	,	\$7,514
	Workshop #3	2	2	8	4		2	4			22	\$5,306	\$2,500	\$7,806
	Subtota	6	8	28	4	0	6	36	56	0	144	\$29,063	\$2,500	\$31,563
500	Final Report												SW SELECT	
501	Draft Report	2	2	6	4	4	8	4	20	12	62	\$11,503		\$11,503
502	Final Report	1	1	2	1	2	6	2	10	16	40	\$6,530	\$500	\$7,030
	Subtota	3	3	8	4	6	14	6	30	28	102	\$18,033	\$500	\$18,533
in the	Project Total	37	35	126	46	72	46	194	194	50	800	166,679	8,200	174,879
	Billable Rate	\$282.48	\$351.00	\$243.15	\$174.69	\$288.66	\$288.66	\$204.39	\$142.20	\$79.38				

# SCHEDULE OF HOURLY RATES EXHIBIT B – BLACK & VEATCH

Range of Hourly Raw Salary Rates

Average Hourly Raw Salary Rate Times 3.00 Multiplier

Employer Categ	gory Avg. Raw Rate	At 3.00 Mult.
Professionals: Geologists	Engineers, Architects, Planners, Economists, Scientists, Hydrologi	sts, Hydrogeologists,
Engineer 9	\$102.09	\$306.27
Engineer 8	\$ 98.69	\$296.07
Engineer 7	\$ 96.22	\$288.66
Engineer 6	\$ 81.05	\$243.15
Engineer 5	\$ 68.13	\$204.39
Engineer 4	\$ 58.23	\$174.69
Engineer 3	\$ 47.40	\$142.20
Engineer 2	\$ 41.68	\$125.04
Engineer 1	\$ 39.97	\$119.91
Analyst	\$ 38.00	\$114.00
Senior Analyst	\$ 48.00	\$144.00
Consultant	\$ 53.00	\$159.00
Manager	\$ 75.00	\$225.00
Principal	\$ 91.00	\$273.00
Director	\$117.00	\$351.00
Technicians:	Drafters, Graphic Artists, Computer, Surveyors, Cartographics, Co	nstruction Inspectors
Technician 5	\$ 58.23	\$174.69
Technician 4	\$ 49.69	\$149.07
Technician 3	\$ 45.78	\$137.34
Technician 2	\$ 37.75	\$113.25
Technician 1	\$ 34.69	\$104.07
Technical Aide	\$ 29.21	\$ 87.63
Project Manage	s 94.16	\$282.48
Office Support	\$ 33.02	\$ 99.06
Specification P		
Clerical/Office	Support \$ 26.46	\$ 79.38

Note: Rates applicable through December 2018.

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DUO- 👉 💪			CONSENT:		REGUL	AR:	X
MEETING DATE:	June 27, 2018			DIVISION:	UTIL	ITY OPERATIO	NS	
		_						
AGENDA TITLE: C	onsideration to appre	wo noumont	of EV 2017	Annual Fac fo	a Miami D	ada Carretii Da		
of Environmental Re	Consideration to appro source Management	(DERM) We	Ilfield Prote	ction Program	in the amo	ount of \$174,47	эапт 7.	nent
ITEM BACKGROUN	ND: The Florida Key	s Aqueduct	Authority e	ntered into an	interlocal	agreement with	n Mis	ami_
Dade County Depart	tment of Environment	tal Resource	s Managem	nent (DERM) o	n Novemb	per 6, 1984, for	wellf	field
protection. DERM h	as a regular ground a	and surface	water moni	toring program	to detect	water quality t	rend	s, a
surveillance and ent	forcement program to as, a hazardous mate	o eliminate il	llegal discha	arges, a wetla	nds progra	am to protect in	npor	tant
tanks and liquid wa	ste haulers, and a p	lanning proc	ement progr	am, including alvze monitorir	regulation no data ar	or unaerground ad refine the re	sonia.	age forv
program as needed.	,		,,	,	.g aata a		gaiai	LO1 y
The cost to EKAA for	r this program is base	d on a nerce	entage of Mi	iami Dado Wat	for and So	wor Authority's	rotoil	
rate and the FKAA's	raw water pumpage f	from the Bisc	cavne Aquif	er during the fi	scal vear -	October 2016	retali lo	
September 2017. Fo	or FY 2017, the fee is	calculated to	be \$174,47	77. Funds were	included	in the FY 2018	Budç	get
to cover this amount								
DDEVIOUS DELEVI	ANT ACTION BY FKA	AA BOABD	OE DIBECT	OBC: N/A	11-41)			
FILL VIOUS KELL VA	ANT ACTION BY FRA	AA BOARD	OF DIRECT	ORS: N/A				
STAFF RECOMMEN	NDATION (MOTION):	To approve	navment of	the annual for	a for EV 20	17 Wellfield Dr	otoot	ion
to Miami-Dade Coun	ity Department of Env	ironmental F	Resource Ma	anagement in t	the amoun	it of \$174,477.	JIECI	ЮП
						·		
SUPPLEMENTAL IN	NFORMATION: Paym	nent calculati	ions for the	FY 2017 wellfi	eld protect	tion efforts are		
attached. Attachmer	nts 3-7 were omitted f	rom this Age	enda Item ar	nd are availabl	e upon red	quest.		
	<del>_</del>							
DOCUMENTATION:	Included:	<u>′</u>	To-Follow:		No	t Required:		
Cost to FKAA:	\$ 1	174,477	BU	JDGETED:	Yes	X	ю Г	
Cost to Others:	\$							
Total Cost:	\$1	174,477						
DEPARTMENT: I	Engineering	. A DE	PARTMEN	T DIRECTOR	APPROV	AL: A	.9	
		AND A				- you		
DIVISION DIRECTO	OR APPROVAL:			040				
Reviewed by: Inter	nal Auditor: 1/1	Genera	al Counsel:	RIF	Executiv	ve Director: 🧲	2	
•	7		•			7		
BOARD ACTION:			<del></del>			<u> </u>		
Approved:	Toblod: □	Disant	aravadı 🗆	Daa		Alam Davisando s	-	i
Approved: □	Tabled: □	Disabl	proved: 🗆	Ked	ommenda	ition Revised: [	J	
Comments:		_						_
Data:		r	Janardin - O	lark:				
Date	<del></del>		xecording C	ierk;	<del></del> .			-
								- 1



# Florida Keys Aqueduct Authority

1100 Kennedy Drive Key West, Florida 33040 Telephone (305) 296-2454 www.fkaa.com



J. Robert Dean Chairman District 3

Richard J. Toppino Vice-Chairman District 2

David C. Ritz Secretary/Treasurer District 5

Antoinette M. Appel District 4

Cara Higgins District 1

Kirk C. Zuelch Executive Director

June 14, 2018

# **MEMORANDUM**

TO: FKAA Board of Directors

FROM: Jolynn Reynolds, P.E., Manager of Engineering

VIA: Kent Nelson, P.E., Deputy Executive Director and COO

SUBJECT: Consideration to Approve Payment of Annual Fee for Wellfield Protection

The Florida Keys Aqueduct Authority entered into an agreement with Metro Dade Environmental Resources Management (DERM) on November 6, 1984, for wellfield protection. DERM has a regular ground and surface water monitoring program to detect water quality trends, a surveillance and enforcement program to eliminate illegal discharges, a wetlands program to protect important aquifer recharge areas, a hazardous materials management program, including regulation of underground storage tanks and liquid waste haulers, and a planning program to analyze monitoring data and refine the regulatory program as needed.

The cooperative agreement and calculation of fee is provided as an attachment. The fee is based on a percentage of Miami Dade Water and Sewer Authority (MDWSA) retail rate and the FKAA's Biscayne Aquifer water pumpage from October 2016 to September 2017. For FY 2017, the fee is calculated to be \$174,476.95. Funds were included in the FY 2018 Budget to cover this amount.

Therefore, Staff recommends that the Board of Directors approve payment of the annual fee for 2017 Wellfield Protection to Metro Dade Environmental Resources Management in the amount of \$174,477.

Kirk Zuelch Executive Director

# FLORIDA KEYS AQUEDUCT AUTHORITY FY 2016-2017 Fee

# DERM WELLFIELD PROTECTION

	REDIROTECTION	
YEAR	MONTH	BISCAYNE RAW WATER PUMPED (GALLONS
2016	October	511,137,000
	November	517,717,000
	December	523,467,000
2017	January	546,098,000
	February	522,277,000
	March	574,560,000
	April	546,562,000
	May	545,776,000
	June	503,064,000
	July	557,525,000
	August	521,014,000
2000	September	486,976,000
Total Biscayne Pumpage:		6,356,173,000
Average Monthly Pumpage:		529,681,083
Average Daily Pumpage:		17,414,173
Fee to DERM:		
0.75% x \$3.66 x (total pumpage/1,000 gal	lons) =	\$174,476.95

# Florida Keys Aqueduct Authority (FKAA)

# **2017 ANNUAL REPORT**

**Including Annual Fee Calculations** 

Ву

# MIAMI DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES – Division of Environmental Resources Management

June 2018



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List of Tables	
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# **List of Attachments**

ATTACHMENT 1	Cooperative Agreement between FKAA and DERM			
ATTACHMENT 2	Fee letter for 2018 and excerpts from WASD Comprehensive Annual Financial Report Fiscal Year Ending September 30, 2016			
ATTACHMENT 3	Pollution Regulation Division, Environmental Evaluation & Compliance Section (EE&C), Inspection Reports			
ATTACHMENT 4	Plan Review and Development Approvals, Site Map of Building Permits Issued, and List of Building Permits Issued within and near FKAA			
ATTACHMENT 5	Wellfield Protection and Saltwater Intrusion Monitoring, and Figures of Monitoring Wells			
ATTACHMENT 6	Groundwater Sampling Activities, Results and Monitoring Well Network Information			
ATTACHMENT 7	Environmentally Endangered Lands Program, Navy Wells Preserve, EEL Map			

# **EXECUTIVE SUMMARY**

In accordance with conditions number three (3) and six (6) of the Cooperative Agreement signed between Miami-Dade County and the Florida Keys Aqueduct Authority (FKAA) (Attachment 1), the Miami-Dade County Department of Regulatory and Economic Resources (RER) — Division of Environmental Resources Management (DERM) provides in this report a summary of the activities associated with the FKAA Wellfield Protection Area (WPA) and the information utilized to calculate the annual fee to the County.

The retail rate of \$3.85/1000 gallons for the 2018 Annual Fee was calculated and provided to the FKAA on April 3, 2018, in order to assist with budgetary planning activities. This rate was based on the Miami-Dade Water and Sewer Department's (WASD) operating revenue and water usage information for the 2016 Comprehensive Annual Financial Report.

This report also includes an update on the FKAA wellfield protection activities such as compliance inspections associated with facility operating permits and environmental reviews associated with the issuance of building permits. For the time period of 2017, a total of three (3) facilities maintained an active DERM operating permit within the WPA and a total of 21 building applications were reviewed and approved in accordance to Chapter 24 of the Miami-Dade Code.

The monitoring activities associated with environmental conditions within the FKAA WPA include both wellfield groundwater monitoring and saltwater intrusion monitoring. Groundwater samples are collected twice a year from the WPA monitoring well clusters (installed in 2009), once during the dry season and once during the wet season, and analyzed for nutrients, cations, anions, physical properties, Individual organics, aggregate organics, total metals and bacterial organisms. These results are transmitted to the FKAA following each sampling event and have been summarized herein.

With respect to saltwater intrusion monitoring, the USGS (working in cooperation with Miami-Dade County) has developed enhancements to the existing public access website "Groundwater Conditions in Southern Florida". These enhancements provide easier, user-friendly access to information on the status of saltwater intrusion into the county's drinking water supplies. Since the last mapping of the inland extent of saltwater at the base of the Biscayne aquifer in 2011, the saltwater interface has continued to move inland. A 2016 estimate of the movement of the saltwater interface in the Model Land Area is detailed in the USGS article "Data Pertaining to Mapping the Approximate Inland Extent of Saltwater at the Base of the Biscayne Aquifer in the Model Land Area of Miami-Dade County, Florida, 2016".

Navy Wells Preserve is a 245-acre pine rockland owned by Miami-Dade County and managed by the RER's Environmentally Endangered Lands (EEL) Program. Navy Wells Preserve serves as a protective buffer to the FKAA WPA. For fiscal year 2016-2017, over \$54,000 was allocated for management, monitoring and maintenance activities. In the past, there have been incidences of pineland damage that appear to be related to the operations of FKAA along the roads and fire breaks in the EEL Preserve. EEL is currently coordinating with FKAA to eliminate the reoccurrence of these chronic impacts and/or refer FKAA staff to the appropriate contacts for any required permits.

The DERM Coastal and Wetlands Resources Section (CWRS) have not issued any permits, covenants or enforcement actions regarding properties within the FKAA WPA. However, the CWRS continues to provide comments on zoning and platting matters when requested. In addition, the CWRS has been actively involved with permits and enforcements actions in the areas to the south and east of the WPA.

# 1. RETAIL RATE CALCULATIONS FOR ANNUAL FEE

The retail rate for the 2018 Annual Fee was calculated to be \$3.85/1000 gallons and was provided to FKAA on April 3, 2017 (Attachment 2). This rate was based on WASD's operating revenue and water usage information for the 2016 Comprehensive Annual Financial Report. The aforementioned WASD report also contains data from the past fiscal years, each ending on September 30th (Attachment 2). As with previous years, we will continue to use the previous available year's information in order to facilitate your budget process. Water retail rate calculations are included in Table 1.

Table	1. WATER RATE C	ALCULATIONS	
Rates applicable for:	2018*	2017**	2016***
Retail operating revenues:	247,088,000	233,464,000	219,880,000
Retail water sold; million Gallons:	64,108	63,783	63,539
Calculation of retail rate	247,088,000 /	233,464,000 /	219,880,000 /
\$/1,000 Gallons:	(64,108x 1,000)	(63,783x 1,000)	(63,539x 1,000)
Average Retail rate \$/1,000 Gallons:	3.85	3.66	3.46

<sup>\*</sup>Based on "2016 WASD Comprehensive Annual Financial Report" which covers fiscal year 2015 period ending on 09/30/16

<sup>\*\*</sup>Based on "2015 WASD Comprehensive Annual Financial Report" which covers fiscal year 2014 period ending on 09/30/15

<sup>\*\*\*</sup>Based on "2014 WASD Comprehensive Annual Financial Report" which covers fiscal year 2013 period ending on 09/30/14

# 2. DEVELOPMENT ACTIVITIES

# 2.1 Operating Permits

DERM's Pollution Regulation Division (PRD) is responsible for regulating facilities that have the potential to cause pollution or contamination of the air, water and soil. The Environmental Evaluations and Environmental Compliance Sections of PRD are responsible for minimizing and/or eliminating adverse impacts to environmental resources (e.g. water supply) through inspections, education, enforcement and the encouragement of best management practices at regulated industrial and commercial businesses.

During the period of time covered in this report, PRD staff continued to conduct routine inspections at the regulated facilities within the FKAA Wellfield. There are three (3) facilities operating within the wellfield that have active DERM permits. **Table 2** provides information on each of these facilities, including inspection dates and compliance status.

Table 2. REGULATED FAC	CILITIES LOCA	ATED WITHIN THE	FKAA WELLFIELD
Facility	Permits	Inspection Dates	Inspection Results
The Mannheimer	IW5-3109	9/26/2017	In Compliance*
Foundation Inc. 20255 SW 360 Street	PWO-36	2/27/2018	In Compliance
Robert is Here 34815 SW 202 Street	PWO-383	2/27/2018	In Compliance
Florida Keys Aqueduct Authority	IW-349	4/11/2018	In Compliance
35400 SW 192 Avenue	UT-4238	4/17/2018	In Compliance

\*NOTE: During the IW5 inspection on 9-26-2017 at the Mannheimer Foundation, the septic tank was sampled and lab results revealed elevated FLPRO at 11.8 mg/l. A Warning Notice was issued requiring the pump out of the septic tank. The septic tank was pumped out on 2-5-2018 and the receipt was received by the Department on 2-8-2018. Facility is now in compliance.

Copies of reports containing specific details of the inspections conducted at facilities operating within this wellfield are included in **Attachment 3**. This continued monitoring provides early detection of environmental impacts from the regulated facilities. The compliance status of the facilities above supports this approach.

### 2.2 Building Permits

The Plan Review Division of RER reviews building permit applications for compliance with environmental regulations pursuant to Chapter 24 of Miami-Dade County Code. More specifically, building permit applications within the wellfield areas of the Florida Keys Aqueduct Authority are reviewed for compliance with these environmental regulations. During this report period, a total of 21 building permits were reviewed and approved in compliance with Chapter 24 requirements. Attachment 4 includes a summary report of each permit issued and a location map for the building permits issued during 2017.

# 3. ENVIRONMENTAL CONDITIONS

### 3.1 Wellfield Protection and Salt Intrusion Monitoring

The USGS, working in cooperation with Miami-Dade County, has developed enhancements to the existing public access website "Water Level and Salinity Analysis Mapper" (Fl.water.usgs.gov/mapper). These enhancements provide easier, user-friendly access to information on water levels and the status of salt water intrusion into the County's drinking water supplies. The application links data from saltwater intrusion monitoring stations into a dynamic web mapping system and includes the following features:

- Provides easier access to historical groundwater data from the monitoring wells as well as provides continuously updated graphs, maps, statistics and tables of salinity data;
- Displays on the map with up (↑) and down (↓) arrows those monitoring wells where recent data
  indicates trending of increasing or decreasing salinities; and
- Displays on the map a line that approximates the landward extent of saltwater intruding along the base of the Biscayne aguifer.

Future refinements to the website will allow the integration of saltwater intrusion data sets from other researchers and agencies working within the County.

The inland extent of saltwater at the base of the Biscayne aquifer was last mapped in 2011. Since that time, the saltwater interface has continued to move inland. In 2016, the USGS used a geographic information system to create a map of the approximate inland extent of saltwater in the Model Land Area (bordered on the east and south sides by Biscayne Bay, Card Sound, Little Card Sound, and Barnes Sound) and estimate the average rate of movement of the saltwater interface in this area. The resulting findings, that the saltwater interface in the study area is advancing at an estimated average rate of 140 meters per year, are detailed in the article "Data Pertaining to Mapping the Approximate Inland Extent of Saltwater at the Base of the Biscayne Aquifer in the Model Land Area of Miami-Dade County, Florida, 2016", available at:

https://pubs.er.usgs.gov/publication/sim3380.

### 3.2 Ground Water Monitoring Activities

DERM contracted drilling services for the installation of eight (8) monitoring well clusters within the FKAA WPA located in the southern portion of the County within the limits of Florida City. The monitoring well clusters were completed on March 12, 2009. The well clusters were labeled FKMW-1 through FKMW-8. Each monitoring well cluster location consists of a total of three monitoring wells that were drilled to three different depths: shallow (20 feet below land surface (BLS)) denoted by the letter "C", intermediate (40 feet BLS) denoted by the letter "B", and deep (60 feet BLS) denoted by the letter "A". **Attachment 5** illustrates the location of the monitoring wells relative to the location of the FKAA WPA. The monitoring well construction details are provided in **Attachment 6**.

# 3.2.1 2017 Groundwater Sampling Activities

In order to establish a baseline of the groundwater quality, DERM performed two groundwater sampling events, in October 2009 and April 2010. These sampling events coincided with the seasonal high groundwater table and low groundwater table, respectively. The parameters analyzed during these sampling events are indicated in Table 3 of this section.

	Table 3. WATER SAI			
	Nutrients:	Total Metals:		
Ammonia (NH3)		Aluminum (AI)		
Nitrates / Nitrites (NO:	(N)	Arsenic (As)		
Total Phosphorus (P)		Silver (Ag)		
Cations:	Anions:	Barium (Ba)		
Calcium (Ca+)	Chloride (Cl <sup>-</sup> )	Cadmium (Cd)		
Potassium (K+)	Cyanide (CN <sup>-</sup> )	Chromium (Cr)		
Magnesium (Mg+)	Fluoride (F-)	Hexavalent Chromium (Cr 6+)		
Sodium (Na+)	Sulfate (S04-)	Copper (Cu)		
Physic	cal Properties:	Iron (Fe) Mercury (Hg) Manganese (Mn)		
Color				
Hardness				
Turbidity		Nickel (Ni)		
Total Dissolved Solids	(TDS)	Lead (Pb)		
Individ	lual Organics:	Selenium (Se)		
Chlorinated Organics		Zinc (Zn)		
Volatile Organic Comp	oounds	Aggregate Organics:		
Semi-Volatile Organic	Compounds	Phenols		
Organophosphorous Compounds		Total Organic Carbon (TOC)		
Triazines		Total Kjehldahl Nitrogen (TKN)		
Carbamates		Bacterial Organisms		
Glyphosate		Fecal Coliforms		
		Total Coliforms		

Sampling events have been conducted semi-annually, in March/April and October of each year, subsequent to the baseline sampling. The semiannual sampling consists of analysis of all parameters listed in **Table 3** during the March/April sampling event, and analysis of a reduced list of parameters, to include volatile organics, bacterial organisms, Chloride (Cl<sup>-</sup>), Color, Ammonia (NH3), Nitrates/Nitrites (NOxN), Total Phosphorus (P), Total Dissolved Solids (TDS) and Turbidity, during the October sampling event. Analytical results have been provided electronically to the FKAA upon completion of the sampling and quality-control validation of the data. Summary tables of analytical results are included in **Attachment 6**.

In 2017, all samples met EPA primary and/or secondary standards and/or Section 24-44, Code of Miami-Dade County, cleanup target levels, with the exception of Iron, Color and Coliform Bacteria in several monitoring wells. The 2017 groundwater monitoring results are further described below:

# **Physical Properties:**

Color in several monitoring wells exceeded the Environmental Protection Agency's secondary maximum contaminant levels (SMCL). Color is not considered to present a risk to human health at the SMCL, but may cause cosmetic or aesthetic effects in drinking water. All other monitored physical parameters were within standards.

### Metals:

Iron concentrations decreased in 2017 and the highest concentration (FKMW-4A at 801 µg/L) is within the range of background iron concentrations in groundwater in Miami-Dade County based on DERM's December 8, 2005 "Background Concentrations of Iron In Groundwater in Miami-Dade County", available at http://www.miamidade.gov/environment/library/memos/groundwater-study.pdf. The presence of higher Iron concentrations in the deep aquifer stratum supports a natural background origin. All other metals were within standards and cleanup target levels with no discernible trends in concentrations over time.

### **Nutrients:**

No discernible trends in concentrations of Nitrates/Nitrites (NOxN), Ammonia or Total Phosphorus over time have been identified during the monitoring period. A figure and graphs of NOxN are included in **Attachment 6**.

### Cations and Anions:

All cation and anion values were within standards or cleanup target levels (when available).

### Individual Organics:

The only individual organic parameter detected during the 2017 monitoring period was Caprolactam at values between the laboratory method detection limit and the laboratory practical quantitation limit. However, Caprolactam, which is used in the manufacture of synthetic fibers and plastics and cross-linking for polyurethanes, was also detected in the equipment blank, suggesting contribution of contaminants from sampling equipment or associated sampling processes.

### Aggregate Organics:

Phenols, Total Organic Carbon and Total Kjehldahl Nitrogen were all below detection limits and/or standards or cleanup target levels and values are consistent with historic concentrations.

# **Bacterial Organisms:**

Coliform bacteria were detected in several monitoring wells during the 2017 monitoring period. These wells were resampled in April 2018 and coliform levels were below detection limits.

# 3.3 Environmentally Endangered Lands

Navy Wells Preserve is a 245-acre pine rockland owned by Miami-Dade County and managed by the Department of Regulatory and Economic Resources Environmentally Endangered Lands (EEL) Program. Located at the northwest corner of SW 360 Street & SW 192 Avenue, Navy Wells is one of the largest contiguous tracts of pine rockland remaining on the Miami rockridge outside of Everglades National Park. Pine rocklands are considered a globally-imperiled plant community. Miami-Dade County acquired the preserve in 1977 and it was subsequently designated a Natural Forest Community. Being designated environmentally protected, Navy Wells Preserve serves as a

protective buffer to the FKAA Wellfield Protection Area. It is important to note that portions of the pineland are owned by other entities and not managed by Miami-Dade County.

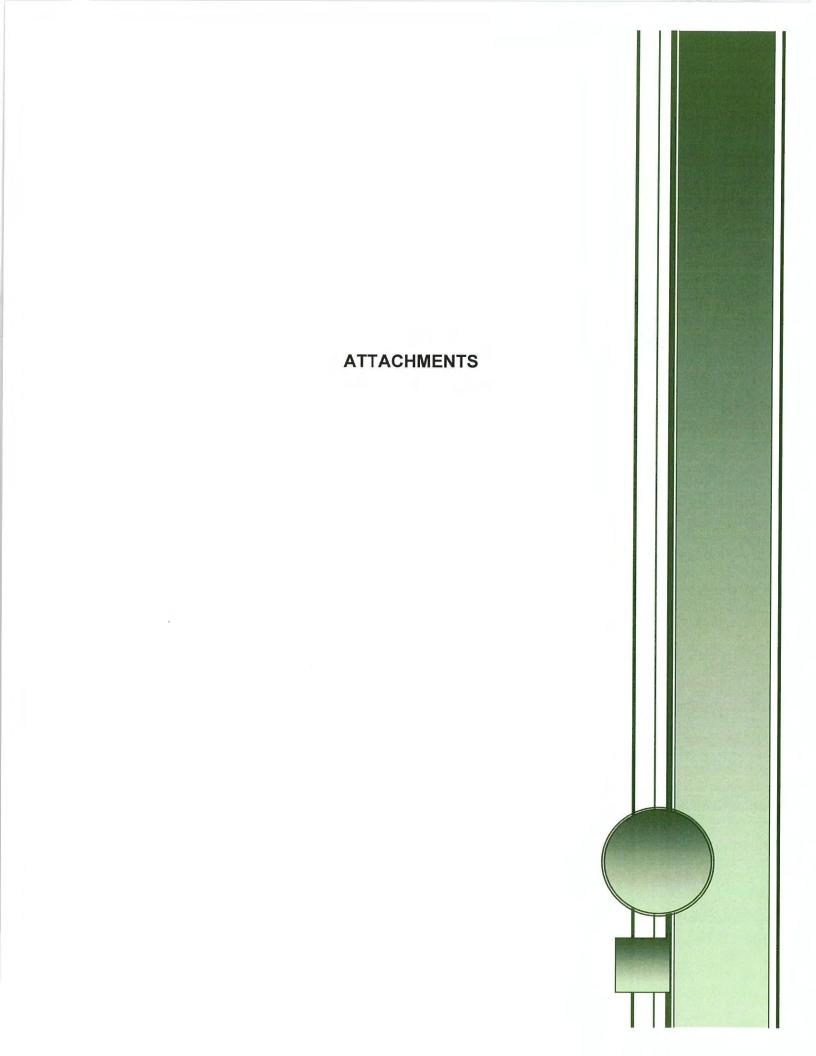
From 2004-2008, 2,897 acres of natural areas within several parks were accepted into the EEL Program, through four BCC resolutions, for the purposes of management in perpetuity as environmental lands in accordance with the purposes and requirement of the EEL Program. Specifically, as per R-406-04, the EEL Program has been managing Navy Wells Preserve since 2004. Since then, EEL has spent approximately \$485,997 on maintenance of the preserve. This includes controlling exotic invasive plant species, conducting prescribed burns, and monitoring wildlife and post-burn effects.

Controlled burns within the Preserve have covered 27 acres in January 2018 and 13.3 acres in January 2017. Less recent burns include: two prescribed burns of 33.9 acres in 2016, two prescribed burns of 35.4 acres in 2007, multiple prescribed burns of 96 acres in 2010, multiple prescribed burns of 106.8 acres in 2014, and wildfires in March 2008, February 2009 and January 2010.

Pine rockland damage related to the operations of FKAA along the roads and fire breaks in the EEL Preserve have occurred. EEL continues to coordinate with FKAA to eliminate the reoccurrence of these chronic impacts and/or refer FKAA staff to the appropriate contacts for any required permits. There have been no new impacts since 2014.

### 3.4 Wetlands Resources

The DERM CWRS has not issued any permits, covenants or enforcement actions on properties within the FKAA WPA. However, the CWRS continues to provide comments on zoning and platting matters when requested. In addition, the CWRS has been actively involved with permits and enforcements actions in the areas to the south and east of the WPA. Please be advised that wetlands are legally defined by Section 24-5 of the Code of Miami-Dade County on the basis of vegetation composition (presence of wetland indicator species), hydroperiod (extent of yearly inundation/saturation by surface water or ground water) and/or the presence of hydric soils. Section 24-48 of the aforementioned Code requires that a Miami-Dade County Class I or Class IV Wetland Permit be obtained for all work within wetlands. Each project proposed within the FKAA WPA will be evaluated on a case-by-case basis.





DET.49-17 A

Agenda Item No. 5(e)(3)

TO

Honorable Mayor and Members **Board of County Commissioners** 

DATE

November 6, 1984

suspect Cooperative Agreement with Florida Keys Aqueduct

Authority

FROM

M. R. Stie heim County |

### RECOMMENDATION

That the attached resolution authorizing an agreement by which Dade County will provide wellfield protection services to the Florida Keys Aqueduct Authority (FKAA) be approved. The FKAA will pay a fee similar to the utility service fee paid by utilities in Dade County.

### BACKGROUND

The FKAA operates a wellifield in southern Dade County to serve the Keys. As a state agency serving customers outside of Dade County, PKAA has not been subject to the utility service fee which is paid by utilities providing service to Dade County customers. The fee is used to pay for the costs of regulation and wellfield protection incurred by Environmental Resources Management. This agreement has been negotiated as a mechanism by which FKAA can pay their fair share of the cost of protecting their wellfield. The amount is based upon their annual pumpage and the retail rate charged by the Water and Sewer Authority Department. For 1985 the anticipated revenue is about \$25,000.

# COOPERATIVE AGREEMENT VIV. (LORIDA

PE1 (3)

THIS AGREEMENT made the 6 day of NOV. in the year 1984 by and between Metropolitan Dade County, hereinafter called the County, and the Florida Keys Aqueduct Authority, hereinafter called the Authority, hereby authorizes the Authority to compensate the County for ground water protection services provided by the County to protect the wellfield owned and operated by the Authority in southern Dade County

THE PARTIES hereto egree to the following conditions

- The County, through its Department of Environmental Resources
  Management (DERM), shall strictly enforce the provisions of 24-12.1 of the
  Dade County code, governing protection of potable water supply wells
  with respect to the Authority's wellfield
- 2. The County, through DERM, shall provide the Authority with official maps of the Cone of Influence of the Authority's wellfield and shall provide written notice of any proposed development subject to the restrictions of 24-12.1. New maps shall be provided whenever official map changes are made
- 3. The County, through DERM, shall provide to the Authority annual reports describing environmental conditions in Dade County and, in particular, results of ground and surface water quality analyses performed on a routine basis according to published program designs. Reports be provided to the Authority at the times of publication.
- 4. The County, through DERM, shall involve the Authority in any special studies pertaining to or directly impacting the Authority's wellfield
- 5 The County, through DERM, shall provide (within budgetary constraints) technical assistance and consultation to the Authority concerning the operation of the wellfield and treatment facilities procurement of needed permits
- 6 The Authority, in consideration of wellfield protection services provided by the County, shall remit an annual fee to the County payable

no ster than December 1st of each year. The fee shall be computed by multiplying .75% of the retail rate for water charged by the Mismi Dade Water and Sewer Authority Department times the annual pumpage at the Authority's wellfield for the year ending September 30th prior to the December 1st due date. The retail rate for water charged by the Mismi Dade Water and Sewer Authority Department shall be that rate in effect on September 30th prior to the December 1st due date. Said rate shall be provided to the Authority by the County prior to the December 1st due date.

- This agreement may be amended from time to time by mutual consent of the parties.
- 8. This agreement shall remain in force until terminated by mutual agreement of the parties or by thirty days prior notice of one party by the other

IN WITNESS WHEREOF, the COUNTY and the AUTHORITY have executed this agreement as of the date first above written

FLORIDA KEYS AQUEDUCT AUTHORITY

ATTEST:

DADE COUNTY, FLORIDA

ATTEST:

County Manager

DSPUTY CLERK

Approved by County Attorney as to form and legal sufficiency.

# RESOLUTION NO. 2-1532-84

RESOLUTION AUTHORIZING EXECUTION OF COOPERATIVE AGREEMENT FOR WELLFIELD PROTECTION SERVICES WITH FLORIDA KEYS AQUEDUCT AUTHORITY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

HOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA that this Board approves the cooperative agreement between Dade County and the Florida Keys Aqueduct Authority for wellfield protection services, in substantially the form attached hereto and made a part hereof, authorizes the County Hanager to execute same for and on behalf of Dade County, to exercise the cancellation provision contained therein; and authorizes and directs the Clerk of this Board to forward such agreements to the Environmental Resources Management Department for transmittal to the Florida Keys Aqueduct Authority

eg

Beverly B. Phillips

,mm

Clara Oceterle

Barbara M. Carey	Aye
Clara Oesterle	Aye
Beverly B. Phillips	Aye
James F. Redford, Jr.	Aye
Harvey Ruvin	Aye
Barry D. Schreiber	Aye
Jorge E. Valdes	Absent
Sherman S. Winn	Aye
Stephen P. Clark	Aye

The Mayor thereupon declared the resolution duly passed and adopted this 6th day of November, 1984

STATE OF FLORIDA ) SS:

COUNTY OF DADE

RICHARD P. BRINKER, Ex-Officio Clerk Board of County Commissioners Dade County, Florida

By Conner Deputy Clerk

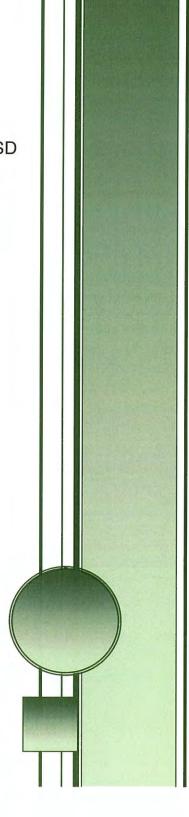
SEAL



Board of County Commissioners Dade County, Florida



Fee Letter for 2018 and excerpts from WASD Comprehensive Annual Financial Report Fiscal Year Ending September 30, 2016





# **Department of Regulatory and Economic Resources**

Environmental Resources Management 701 NW 1st Court, 7th Floor Miami, Florida 33136-3912 T 305-372-6600 F 305-372-6893

miamidade.gov

April 03, 2018

Mr. Kirk C Zuelch. Executive Director Florida Keys Aqueduct Authority 1100Kennedy Drive Key West, Florida 33040 Certified Mail No. 7008 1830 0002 8169 4388 Return receipt Requested

RE: Annual Fee Specified in Cooperative Agreement

Dear Mr. Zuelch:

The following information is provided to the Florida Keys Aqueduct Authority to assist with the 2018 budgetary planning activities. As specified in the Cooperative Agreement, which provides for wellfield protection services by the Department of Regulatory and Economic Resources, Environmental Resources Management, the annual fee has been calculated and is provided below. The rate was based on the Miami-Dade Water and Sewer Department's (WASD's) Comprehensive Annual Financial Report for fiscal year ending September 30, 2016.

Rates applicable for:	2018
Retail operating revenues:	247,088,000
Retail water sold; million gallons:	64,108
Average retail rate:	
\$/1,000 gallons:	3.85

If you need additional information regarding the above, please contact me at <a href="mailto:istamr@miamidade.gov">istamr@miamidade.gov</a> or Mr. Carlos L. Hernandez, PE, (305) 372-6600 (hernac@miamidade.gov).

Sincerely

Rashid Istambouli, P.E, Chief

Pollution Regulation

**Environmental Resources Management** 

Delivering Excellence Every Day

# Miami-Dade Water and Sewer Department

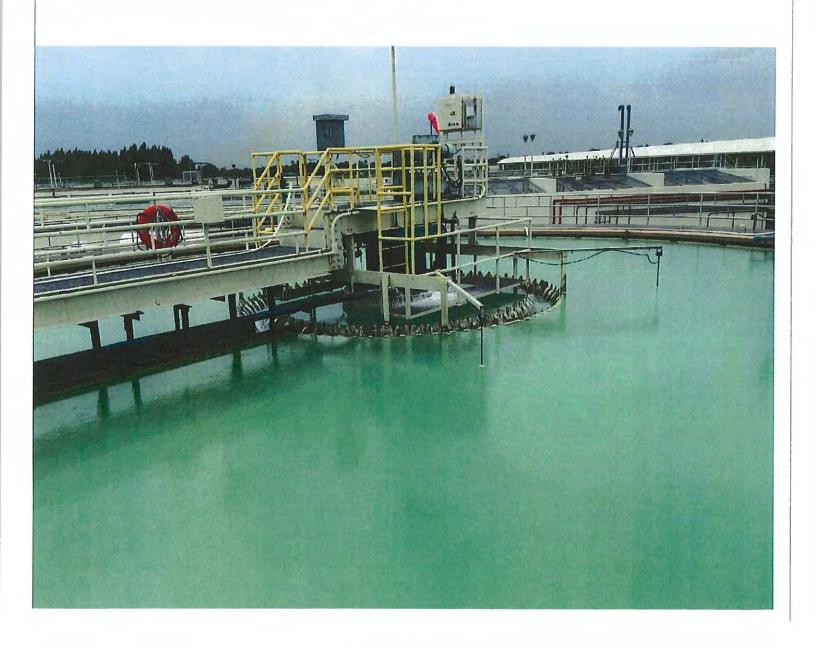
A DEPARTMENT OF MIAMI-DADE COUNTY, FL

# Comprehensive Annual Financial Report

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

PREPARED BY: CONTROLLER DIVISION AND PUBLIC AFFAIRS SECTION





# 8 2016 Comprehensive Annual Financial Report

# Water System schedule of revenues and expenses - Last ten fiscal years

(in thousands)	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007
OPERATING REVENUES:			all and the						HARLES OF	Y Name of
Retail	\$ 247,088	\$ 233,464	\$ 219,880	\$ 207,117	\$ 202,633	\$ 202,189	\$ 193,632	\$ 169,568	\$ 154,796	\$ 151,034
Wholesale	28,572	37,008	28,815	29,210	35,330	37,990	38,554	29,041	22,909	27,045
Other	15,383	14,966	14,908	11,985	13,167	13,517	12,936	27,102	12,839	12,631
Total operating revenues	291,043	285,438	263,603	248,312	251,130	253,696	245,122	225,711	190,544	190,710
OPERATING AND MAINTENANCE EXPENSES:										
Source of supply	14,284	10,931	10,788	10,874	10,705	13,558	12,354	14,208	12,006	6,710
Pumping	1,982	2,054	1,911	1,816	1,798	1,942	2,003	2,407	2,134	2,593
Treatment	68,272	63,921	58,741	60,188	59,811	62,138	61,967	64,457	61,317	55,925
Transmission and distribution	30,554	30,892	28,844	27,882	27,423	27,929	28,459	25,428	26,528	25,747
Customer accounting and service	16,859	15,651	13,025	13,908	12,841	13,325	15,602	15,325	14,337	15,308
General and administrative	37,983	34,078	36,711	35,292	32,936	35,644	43,860	35,380	34,864	33,299
Total operating and maintenance expenses	169,934	157,527	150,020	149,960	145,514	154,536	164,245	157,205	151,186	139,582
Operating income before depreciation	121,109	127,911	113,583	98,352	105,616	99,160	80,877	68,506	39,358	51,128
DEPRECIATION	72,180	66,642	65,456	69,581	61,158	61,122	62,604	59,028	60,859	61,349
Operating income (loss) NON-OPERATING REVENUES(EXPENSES):	48,929	61,269	48,127	28,771	44,458	38,038	18,273	9,478	(21,501)	(10,221)
Investment income (loss)	(2,650)	10,127	1,769	(8,574)	10,980	3,061	8,383	6,713	12,273	17,489
Interest expense	(16,290)	(19,169)	(21,731)	(14,203)	(17,437)	(18,932)	(14,088)	(15,313)	(15,035)	(15,090)
Other income (loss)	11,843	9,812	13,090	6,461	10,024	8,602	8,374	19,491	12,997	27,800
Income (loss) before contributions and transfers	41,832	62,039	41,255	12,455	48,025	30,769	20,942	20,369	(11,266)	19,978
Capital contributions	28,860	27,918	21,370	11,490	15,749	24,108	18,245	28,896	14,518	23,701
Transfers to County's General Fund	-					(14,499)				
Transfer (to) from Wastewater System	(128,373)	(67,666)	(80,939)	1,564	(43,218)	(33,677)	(1,333)	(16,238)	8,306	(4,584)
Increase (decrease) in net position	\$ (57,681)	\$ 22,291	\$ (18,314)	\$ 25,509	\$ 20,556	\$ 6,701	\$ 37,854	\$ 33,027	\$ 11,558	\$ 39,095

# Water Treatment LAST TEN FISCAL YEARS

(millions of gallons)	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007
WATER PUMPED:							ALL BUILD			
Water treatment plants:										
Alexander Orr, Jr.	65,968	62,566	60,183	58,666	59,805	60,191	59,969	57,025	57,257	61,118
John E. Preston	26,789	27,044	26,942	30,586	27,232	26,555	27,632	30,638	29,468	29,456
Hialeah	20,142	19,488	19,248	21,241	22,688	23,685	24,335	23,880	22,794	25,573
South Dade Water System	3,921	3,570	2,607	2,670	2,658	2,580	2,274	2,502	2,384	2,407
Purchase water	192	164	124	178	152	179	145	386	676	538
Total water pumped	117,013	112,832	109,104	113,341	112,535	113,190	114,355	114,431	112,579	119,092
WATER SOLD:						KENNEY L	A. B. Marie	Transition 1		
Wholesale:										
Miami Beach	8,249	8,346	7,615	7,903	7,918	8,410	6,952	6,489	6,848	7,931
Hialeah	6,857	6,623	7,285	9,429	9,121	9,598	9,103	8,110	8,081	8,228
North Miami	1,538	2,096	1,693	1,655	1,374	1,331	1,175	1,502	2,123	1,827
Opa-Locka	993	950	895	876	876	887	788	845	909	946
Hialeah Gardens	768	694	638	576	591	693	654	695	694	703
Homestead(1)	684	520	188	151	40					-
Bal Harbor	506	503	407	494	430	486	455	466	447	462
North Bay Village	419	430	405	415	391	387	395	365	343	322
Medley	381	365	470	516	479	328	400	393	398	433
Bay Harbor Islands	291	328	318	309	310	302	317	329	358	366
Surfside	325	326	303	299	312	317	328	343	327	371
West Miami	319	251	278	236	292	275	293	290	266	267
Indian Creek Village	119	134	117	120	122	133	121	140	133	146
Virginia Gardens	84	82	91	95	93	91	98	100	63	60
North Miami Beach <sup>(2)</sup>		3			-	-	100	107	1,013	2,588
Miami Springs <sup>(0)</sup>		-							771	870
Total wholesale	21,533	21,651	20,703	23,074	22,349	23,238	21,179	20,174	22,774	25,520
Retail	64,108	63,783	63,539	63,386	63,169	62,937	64,430	66,086	65,147	67,302
Total water sold	85,641	85,434	84,242	86,460	85,518	86,175	85,609	86,260	87,921	92,822
Non-account water	31,373	27,398	24,862	26,881	27,017	27,015	28,746	28,171	24,658	26,270
Non-account water as a										
percentage of total water	26.81%	24.28%	22.79%	23.72%	24.01%	23.87%	25.14%	24.62%	21.90%	22.06%
pumped										
Unaccounted for water as a percentage of total	10.10%	8.37%	5.67%	8.88%	3.02%	10.4600	0.270/	0.0004	2.7004	0.0004
water pumped	10.10%	0.31%	3.0776	0.00%	3.02%	10.46%	8.27%	9.90%	3.70%	6.20%

<sup>&</sup>lt;sup>(1)</sup>Homestead usage of water is limited to an as needed basis. Their usage is not consistent to that of a wholesale customer.

<sup>&</sup>lt;sup>10</sup>North Miami Beach constructed their own water plant and beginning fiscal year 2009, has not had the need to purchase water.

 $<sup>^{\</sup>circ i}$ Miami Springs water system was purchased by the Department and beginning fiscal year 2009, is no longer a wholesale customer.

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM:	DUO- 07		CONSENT:	R	EGULAR: X
MEETING DATE:	June 27, 2018		DIVISION:	UTILITY OPERA	ATIONS
	Consideration to app services and bidding amount of \$206,050.	prove addendum 1 of assistance for Proje	contract with ect # 1154-17	Carollo Engineers - Grassy Key Tra	, Inc. to provide ansmission Main
approximately Mile the severe corrosic	JND: Several failures Marker 58 to Mile Marker 58 to Mile Marker of the main that will rvices are required to dand restoration.	ker 60 in Grassy Key require full replacem	over the past f ent of the failir	ew years. The failung ductile iron pipe	ures were due to eline with a steel
	ANT ACTION BY FKA preliminary design and				
with Carollo Engine	ENDATION (MOTION): ers, Inc. to provide des nission Main Replacem	ign engineering service	es and bidding		
SUPPLEMENTAL	INFORMATION: Propo	sed scope and budge	t is attached.		
DOCUMENTATION	l: Included:	To-Follow:		Not Requi	red:
Cost to FKAA: Cost to Others:	\$2 \$	<u>06,050</u>	BUDGETED:	Yes X	No 🗌
Total Cost:		06,050			
DEPARTMENT:	Engineering	DEPARTME	NT DIRECTO	R APPROVAL:	J. C.R.
DIVISION DIRECT	FOR APPROVAL:				<u> </u>
Reviewed by: Inte	ernal Auditor:	General Counsel	- STF	Executive Dire	ctor:
BOARD ACTION:	/				
Approved: □	Tabled: □	Disapproved: □	Re	ecommendation Re	evised: □
Comments:					
Date:		Recording	Clerk:		

### **EXHIBIT A – ADDENDUM 1**

# PROJECT SCOPE AND BUDGET GENERAL ENGINEERING SERVICES

# A. GENERAL DESCRIPTION

Design Engineering Services. Design for the installation of a 30-inch steel potable water transmission main on Grassy Key from approximately Mile Marker (MM) 58 to 60. Design will include approximately 11,000 feet of pipeline, valve installations, connections to existing distribution system pipelines, and three crossings of US Highway 1 along the route. This design will be coordinated with the Florida Department of Environmental Protection (FDEP) Heritage Trail Extension project.

# **B. SCOPE OF SERVICES**

CONSULTANT will provide the following professional engineering services to FKAA to design the pipeline, road crossings, and other considerations for the placement of the proposed 30-inch water transmission main. Services will include:

Task 1: Preliminary Design. Utilizing the information developed in the Grassy Key 30-inch water transmission main replacement corridor study the CONSULTANT shall confirm transmission main hydraulic analysis, and produce preliminary drawings (approximately 30% complete) including:

- General Arrangement
- Pipeline Plan & Profile
- Pipeline Conflict Avoidance/Mitigation
- US 1 Roadway Crossing
- Distribution System Connection
- Valve & Cathodic Protection
- Restoration

Also included in the preliminary design will be a listing of the technical specifications, following CSI MasterFormat 2012 organization, to be incorporated into the project along with a project schedule and cost estimate. Cost estimate shall be developed consistent with American Association of Cost Engineers (AACE) International Recommended Practice No. 18R-97.

Task 2: Permitting. CONSULTANT shall complete appropriate permit applications for the FDEP, Florida Department of Transportation (FDOT), and the South Florida Water Management District (SFWMD). The CONSULTANT shall respond to agency comments as necessary to address project clarifications. FKAA shall provide applicable permitting application fees.

Task 3: Design for Bidding: CONSULTANT shall develop final drawings (approximately 100% complete). Details associated with pipeline construction in the US 1 right of way (ROW),

construction adjacent to the Florida Keys Electric Cooperative (FKEC) facilities, distribution system connections, and the method/s of crossing US 1 will be included. Technical specifications will be developed. Front-end/contract specification sections shall be FKAA standard, consistent with the most current version provided by FKAA.

Task 4: Bidding assistance services. The CONSULTANT shall assist FKAA with construction bid solicitation. This effort shall include assistance with the following:

- Bid advertisement;
- Pre-bid Meeting;
- RFI/Addenda preparation;
- Bid review and opinion of acceptability

Task 5: Survey, Utility Locates, Geotechnical Services: Limited survey, utility locates, and geotechnical services are included in accordance with the following:

<u>Survey:</u> Limited survey will be provided for the area of the transmission main route not included in the proposed Heritage Trail Extension Project. Spot checking of Heritage Trail surveying information is included. Should it be determined that the Heritage Trail survey information has inconsistencies that would impact pipeline placement, additional survey effort will be necessary under a separate agreement.

<u>Utility Locates</u>: The location of underground utilities in the area of the proposed transmission main will be determined utilizing ground penetrating radar (GPR). Should it be determined that additional physical location of existing utilities is required, the associated excavation efforts will be necessary under a separate agreement.

<u>Geotechnical Investigation:</u> Geotechnical services will be provided to determine existing material properties and groundwater information in the area of pipeline placement. Recommendations for pipeline placement in the area of the FKEC facilities, FKEC facilities support during construction, and US 1 crossings will be provided. In addition, pipeline bedding materials will be specified along with compaction and testing requirements.

Deliverable: The deliverables shall consist of:

- Pipeline design/installation drawings (draft & final)
- Specifications
- Project Schedule & Cost estimate
- Survey, Utility Locates, and Geotechnical Information
- Permit application forms and supporting documentation
- Bid solicitation support documentation

Information Required from FKAA: 1) Existing pipeline as-built information, and 2) Distribution system connection locations and requirements.

Schedule: From the date of information receipt, the CONSULTANT shall provide deliverables in accordance with the following:

- Pipeline design/installation drawings draft 8 weeks
- Pipeline design/installation drawings final 14 weeks after receipt of FKAA comments on draft drawings
- Specifications 12 weeks
- Cost estimate 8 weeks
- Survey/Utility Locates/Geotechnical Information 8 weeks
- Permit application information 8 weeks
- Bid solicitation support documentation In accordance with FKAA bidding and award schedule

It is mutually understood that authorization to perform any of the above mentioned services will be at the direction of the Executive Director or the Deputy Director of Utility Operations.

# C. FEES

Compensation for the Labor and Reimbursement Expenses shall be performed under the Lump Sum method of compensation as provided for in Method I of the Agreement.

### Fee Table

TASK DESCRIPTION	Lump Sum Fee (\$)
Grassy Key Potable Water Transmission Main Replacement	\$201,050
Additional Utility Locates	\$5,000
FEE TOTAL	\$206,050

SIGNED:
ENGINEERING CORPORATION
Carollo Engineers, Inc.
Leste Munce, P.E., Vice President; Elizabeth Fujikawa P.E., Vice President
Life Munce, P.E., Vice President; Elizabeth Fujikawa P.E., Vice President
ACCEPTED:
FLORIDA KEYS AQUEDUCT AUTHORITY
Kirk Zuelch, Executive Director
Kent Nelson, P.E., Deputy Director of Utility Operations
BOARD APPROVAL DATE

# GRASSY KEY 30 INCH TRANSMISSION MAIN REPLACEMENT Final Design Fee Estimate June 2016

Task Number	Labor Classification Task Description Preliminary Design	Senior Project Manager	Project Engineer Civil/Mech.	Senior Engineer Structural	Leed Design Engineer		Clerical	Lehor Hours
1	Preliminary Design							
	Lighthing A DasiAll				***************************************			
Politica Mariana Maria	Preliminary Document Production (30%)							
	- Confirmation of Hydraulic Analysis and Profile	2	8		16	4	2	32
***************************************	- General Drawing Production (4 Dwgs)	2	2		4	16	2	26
	- Prelim Pipeline Plan & Profile Drawing Production (20 Dwgs)	2	В		16	120	2	148
	Prelim. Pipeline Conflict Avoidance Drawing Production (2 Dwgs)	2	8		16	40	2	68
ACCOMPANIES TO	- Prelim Restoration Drawing Production (2 Dwgs)	2	4		8	24	2	40
	- Prelim, Connection, & Cath. Prot. Valves/Valve Vauts, Etc., Detail Dwgs (2 Dwgs)	2	8	8	12	16	.2	48
	- Mainlenance of Traffic Planning	2	8		12		2	24
	- Surveying/Geotechnical/Utility Locales Coordination	2	4		8	4	2	20
	Utility Locates (actual locate costs not included in est.)	2	4		8	4	2	20
	- Stakeholders Coord. (FKEA, Marathon, Commun., Etc.)	2	8		8		2	20
	- Praliminary Specifications	2	24	4	32		16	78
	- Preliminary/30 % Opinion of Probable Cost	2	В	2	16	~~~	2	30
	Prelim Construction Sequencing Considerations	1	4		8	4	2	19
	- Prelim Constructability Considerations	1	4	В	8	4	2	27
	Prailm Tie in Coordination (construction methods to minimze service outage)	1	8	2	- 8	,	2	21
						2		20
	Monthly Meetings (2)	8	8		8	2	2	28
	Project Management and Administration (1 hrs/wk)  Quality Management	8 2	8 8	2			2	18
	Citatily wattagement		0				- 2	19
2	Poznittina					/// AWA	-	
2	Permitting	-	4				2	16
	- FDEP Permitting	2	-		- B		2	16
	- Response to FDEP Permitting RFIs/RFCs	2 2	2		8		2	16
	- FDOT Permilling - Response to FDOT Permilling RFIs/RFCs	2	4	4	B		2	20
	- Response to FDOT Permitting RFIS/RFOS	A	4	4				20
3	Deeles for Dudles (1000/)							
3	Design for Bidding (100%)							
	- Final Document Production		16		04	90		424
	- 100% Drawings - Final Specifications	4	16	6 4	24 40	80	16	134 88
		2	24 8	2	24		4	40
-	- 100 % Opinion of Probable Cost - Contract Front End Documents	2	8		16		4	30
$\overline{}$	- Contract Front End Documents		-		10			0
$\rightarrow$	Monthly Meetings (2)	В	8		8	2	2	28
	Project Management and Administration (1 hr/wk)	В	8				2	18
	Quality Management	2	8	4			2	16
- 1	awas) (				**************************************			
	Design Subtotal						ZALLA YORK MARKET THE PARTY OF	***************************************
	Design Labor Subtotal hours	83	228	48	332	320	90	
	Labor Rate	\$225.00	\$180.00	\$180.00	\$144.00	\$108.00	563.00	
	Design Cost	\$18,675.00	\$41,040.00	\$8,640.00	\$47,808.00	\$34,560.00	\$5,670.00	\$156,393.0
4	Bidding Services							
	- Bid Advertisment		1		4		2	7
	- Pre-bid Meeting	4	4		4			12
	- RF#Addenda	4	В	2	В	8	4	34
	- Bid Review & Opinion of Acceptability	1	2		4			7
	Bidding Subtotal							
	Bidding Labor Subtotal hours	9	15	2	20	8	6	
	Labor Rate	\$225.00	\$180,00	\$180.00	\$144.00	\$108.00	\$63.00	
	Bidding Cost	\$2,025 00	\$2,700.00	\$360.00	\$2,880.00	\$864.00	\$378.00	\$9,207.0
	Subconsultants							
5	Geolechnical Engineering (Nutting Engineers)							\$ 5,000
	Ground Penetrating Radar (Subsurface Scanning Solutions)							\$ 12,500
	Survey (Baxler Woodman)							\$ 12,000
	10% mark-up							\$ 2,950
	Subconsultani Total							\$ 32,450
	Physical Utility Locates - Supplemental Allocation (requires add, specific authorization)				***************************************			\$ 5,000
						1		
								84 00
	Other Direct Costs (travel, reproduction, shipping, etc.)							\$3,00
	Other Direct Costs (travel, reproduction, shipping, etc.)							\$3,00
	Other Direct Costs (travel, reproduction, shipping, etc.)  Project Total							\$3,00

# SCHEDULE OF HOURLY RATES EXHIBIT B

# Attached

(see Exhibit A for lump sum fee amount)

# SCHEDULE OF HOURLY RATES GENERAL ENGINEERING

# **EXHIBIT B**

# Client: Florida Keys Aqueduct Authority

E-st-	Labor Category	Raw Labor Rate Range	Total Billing Rate Range
Engine	eer/Scientists		
	Civil/Process Engineer I	\$34.00 - \$38.00	\$102.00 - \$114.00
	Civil/Process Engineer II	\$39.00- \$46.00	\$117.00 - \$138.00
	Lead Process/ Design Engineer	\$47.00 - \$52.00	\$141.00 - \$156.00
	Project Engineer	\$54.00 - \$62.00	\$162.00 - \$186.00
	Process Specialist	\$65.00 - \$72.00	\$195.00 - \$216.00
	Senior Process Specialist	\$65.00 - \$80.00	\$195.00 - \$240.00
	Project Manager	\$62.00 - \$70.00	\$186.00 - \$210.00
	Senior Project Manager	\$65.00 - \$75.00	\$195.00 - \$225.00
	Technical Advisor	\$65.00 - \$80.00	\$195.00 - \$240.00
	Principle-in-Charge	\$80.00 - \$85.00	\$240.00 - \$255.00
Techni	cians		
	Technicians	\$24.50 - \$31.50	\$73.50 - \$94.50
	Senior Technicians/Designers	\$31.50 - \$45.00	\$94.50 - \$135.00
	Lead Design Specialist	\$47.00 - \$58.00	\$141.00 - \$174.00
Suppor	rt Staff		
	Word Processing/Clerical	\$19.00 - \$23.00	\$57.00 - \$69.00
	Senior Word Processing/Clerical	\$23.00 - \$26.00	\$69.00 - \$78.00
Field S	taff		
	Inspector	\$22.00 - \$34.00	\$66.00 - \$102.00
	Senior Inspector	\$34.00 - \$45.00	\$102.00 - \$135.00
	Senior Construction Manager	\$58.00 - \$75.00	\$174.00 - \$225.00
Other I	Direct Expenses		

# Other Direct Expenses

Travel, Subsistence and Other Direct Expenses

At Cost

Subconsultant

Cost + 10%

Mileage (in accordance with FKAA Travel & Business Reimbursement Policy and F.S. 112.061)

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

	DUO- 08	CONSENT:	REGULAR:
MEETING DATE:	June 27, 2018	DIVISION: UTILITY OF	PERATIONS
reconciliation of Sche	edule A contract items	ove change order #2 for Project # 4067-16 with Key s for Middle/Big Torch Key LPSS and quantity and p Continuing Services in the amount of \$354,947.	
expansion of the Cuc Construction Crew in	djoe Regional Wastevnstalled the force ma	15 The Monroe County Board of County Commiss water System. This included the Middle/Big Torch Kain portion of the project. Key Honey LLC was send the neighborhood lift station.	(ey area. The FKAA
Honey LLC on Octob	er 26, 2016 in the am	AA BOARD OF DIRECTORS: Board approved con nount of \$2,435,400. The award included funding in onnection activities as approved in FKAA resolution	the amount of
LLC for the reconcilia	ation of Schedule A co	Board approve change order #2 for Project # 4067- ontract items for Middle/Big Torch Key LPSS and que chedule B, LPS Continuing Services in the amount of	antity and price
CUDDIEMENTAL IN		Attenhad	
SUPPLEINIENTAL IN	IFORMATION: See	Attached	
DOCUMENTATION:			equired:
	Included: ✓ \$ \$		
Cost to FKAA: Cost to Others: Total Cost:	Included: ✓ \$ \$	To-Follow: Not Ro  0 BUDGETED: Yes 2 354,947	No No
Cost to FKAA: Cost to Others: Total Cost:	Included:  \$ \$ \$ \$ \$ \$ \$ \$  Shape of the state of the sta	To-Follow: Not Ro  0 BUDGETED: Yes 354,947	No No
Cost to FKAA: Cost to Others: Total Cost:  DEPARTMENT:	Included:  \$ \$ \$ \$ \$ S S S S S S S S S S S S S S	To-Follow: Not Ro  0 BUDGETED: Yes 354,947	: <u>J. c.l.</u>
Cost to FKAA: Cost to Others: Total Cost:  DEPARTMENT: DIVISION DIRECTO	Included:  \$ \$ \$ \$ \$ S S S S S S S S S S S S S S	To-Follow: Not Ro  0 BUDGETED: Yes 354,947  DEPARTMENT DIRECTOR APPROVAL	: <u>J. c.l.</u>
Cost to FKAA: Cost to Others: Total Cost:  DEPARTMENT: DIVISION DIRECTOR  Reviewed by: Inter	Included:  \$ \$ \$ \$ \$ S S S S S S S S S S S S S S	To-Follow: Not Ro  0 BUDGETED: Yes 354,947  DEPARTMENT DIRECTOR APPROVAL	No No Director:
DOCUMENTATION:  Cost to FKAA: Cost to Others: Total Cost:  DEPARTMENT: DIVISION DIRECTOR Reviewed by: Inter  BOARD ACTION:  Approved:	Included:  \$ \$ \$ \$ Engineering  OR APPROVAL: Tabled:	To-Follow: Not Ro  0 BUDGETED: Yes 2 354,947 BEPARTMENT DIRECTOR APPROVAL  General Counsel: REFERENCE Executive	No No Director:

# Florida Keys Aqueduct Authority Monroe County, Florida June 25, 2018

### Change Order No. 2

# PROJECT #4067-16 CUDJOE REGIONAL WASTEWATER SYSTEM INNER AND OUTER ISLANDS CONTINUED LPS INSTALLATIONS

### I. General

This Change Order is hereby made a part of the Contract Documents. All requirements of the original Contract Documents shall remain in full force and effect except as modified hereinafter.

# II. Scope of Work and Reason for Modification

At the request of FKAA, the Contractor for this Project, Key Honey LLC, has agreed to furnish the additional/changed work:

- A. Reconciliation of Schedule A Contract Items for Middle/Big Torch Key LPSS
- B. Quantity and Price adjustments for miscellaneous items on Schedule B, LPS Continuing Services

# III. Summary of Cost Changes

A.	Original Contract	\$ 2,435,400
B.	Total Amount of Change Orders To Date	\$ 30,742
C.	Amount of this Change Order	\$ 354,947
D.	Revised Contract Value	\$ 2,821,089

# IV. Summary of Contract Time Changes

The Contractor, Key Honey LLC has not requested any additional time for this portion of the project. The Florida Keys Aqueduct Authority and the Contractor, Key Honey LLC, agree that the time and costs sum agreed to in this Change Order constitute a full and complete settlement of the issues set forth in this Agreement.

The Contractor accepts the terms of this Change Order as full compensation for all other costs, whether direct or indirect, whether incurred or in the future, related to the issues set forth in this Change Order.

Board Approval:			
Owner: Florida Keys Aqueduct Auth	nority	Contractor: Key Honey Contrac	ting, LLC
Kirk C. Zuelch Executive Director	Date	Randall Baad Managing Member	16-13-18 Date
Kent Nelson, PE Deputy Executive Director	Date	_	

The undersigned have carefully read this Change Order and by affixing their signatures attest their full agreement with the provisions herein.



### Florida Keys Aqueduct Authority Monroe County, Florida Cudjoe Regional Wastewater Program

Project:	CRWS Middle Torch/Big Torch LPSS and Continuing Services					
Project No.	4067-16	Change (	Order No.		2	
To:	Key Honey Holdings, LLC					
From	Stephanie Bruno, Construction Manager					
Date:	June 27, 2018					
Re:	Change Order ( X ) Extra Work ( ) Additional Work ( )					
Proposed Changes:	Reconciliation of Over/Under for Schedule A Items     Quantity adjustments for miscellaneous Schedule B items     Price and quantity adjustment for Asphalt Mill and Overlay					
	Items Detailed Below			•		
Contractor:	Key Honey Holdings, LLC					
Amount:	\$354,947.00					
Hemized and explained as follows:		Unit	Quantity	Price	per Unit	Total Item
Schedule A						Amount
LPS-1	Simplex Low Pressure System (Complete)	EA	-5	\$	12,500.00	\$ (62,500.00)

Itemized and explained as follows:		Unit	Quantity	Pi	rice per Unit		Total Item Amount
Schedule A							randant
LPS-1	Simplex Low Pressure System (Complete)	EA	-5	\$	12,500.00	5	(82,500.00)
LPS-2	1-1/4" HDPE Lateral for Simplex	LF	(1,816)	\$	20.00	\$	(36,324.00)
L-2	Wood Post 6"X6" Mounted	EA	(10)	\$	425.00	5	(4,250.00)
L-3	Concrete Post Adder 6"X6" Mounted	EA	-10	\$	1,650.00	s	(16,500.00)
L-4	Pump Cable 100' Adder	EA	20	\$	(500.00)	\$	(10,000.00)
A-1	Electrical Allowance	LS	(1)	\$	10,000.00	\$	(10,000.00)
A-2	Contingency Allowance	LS	-0.38895	\$	20,000.00	5	(7,779.00)
Schedule B		LF	-350	5	72.00	\$	(25,200.00)
R-2 (Price Adj.)	1"Mill & 1" Asphalt Overlay	SY	250	5	23.00	\$	5,750.00
LPS-1	Simplex Low Pressure System (Complete)	EA	50	3	10,000.00	\$	500,000.00
R-3	Flowable Fill for Trench Back Fill	CY	200	\$	25.00	8	5,000.00
GS-1	6" PVC SDR 26 San. Lateral	EA	-6	\$	13,000.00	\$	(78,000.00)
LPS-7	1-1/4" HDPE Lateral for Simplex	LF	5000	\$	20.00	\$	100,000.00
LPS-9	Wood Post 6"X8" Mounted	EA	10	s	425.00	5	4,250.00
LPS-19	4" HDPE FM Ext Directional Drift	LF	-100	\$	95.00		(9,500.00)
						-	1212001

The Florida Keys Aqueduct Authority and the Contractor, Key Honey Holdings, LLC, agree that the time and costs sum agreed to in this Change Order constitutes a full and complete settlement of the issues set forth in this Agreement. The Contractor accepts the terms of the Change Order as full compensation for all other costs, whether direct or indirect, whether incurred or in the future, related to the issues set forth in this Change Order.

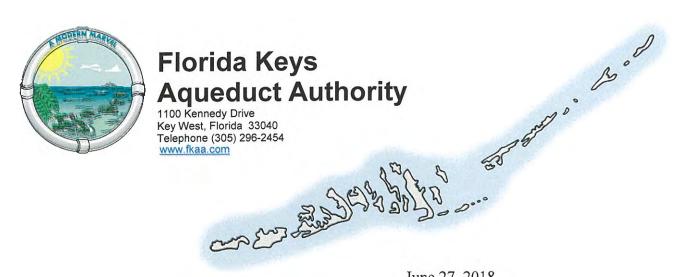
The undersigned have carefully read this Change Order and by affixing their signatures attest their full agreement with the provisions herein. change Order provides for all costs and schedule adjustments associated with completing this work, including materials, labor, equipment, bond, insurance, overhead, extanded overhead, profit, impact, and any and all related items or associated costs included or resulting from the items listed above.

	TOTAL AMOUNT FOR CHANGE ORDER NO.	2 \$354,947.00
Owner Torida Keys Aqueduct Authority		
	Kirk Zuelch - Executive Director	Date
	Jolynn Reynolds - Manager of Engineering	Date
	Stephenie Brung - Construction Managher	G-13-18
contractor (ey Honey Holdings, LLC	Randall Baad - Manager/Member	Date

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY

AGENDA ITEM SUMMARY

AGENDA ITEM # <u>BOD-01</u>		CONSENT:	REGULAR: X			
Meeting Date: June 27, 2018	ng Date: <u>June 27, 2018</u> Department: <u>Board of Directors</u>					
AGENDA TITLE: Internal Compliano	ce Audit Update as of J	une 27, 2018.				
ITEM BACKGROUND: Tim Esquinale areas, special project reviews, follow-determine compliance with policies, proto the Audit Committee and the Board	up on prior audit comm rocedures, contracts, an	ents as well as a revi	iew of the Authority's operations to			
PREVIOUS RELEVANT ACTION BY FKAA BOARD OF DIRECTORS: The Audit Committee and the Board of Directors received audit reports presented during their meetings on June 28, 2017, September 27, 2017 and February 28, 2018 for the period from October 1, 2016 to September 30, 2017 to report on the status of the Internal Compliance Audit.						
STAFF RECOMMENDATION (MOTION: No action required, informational only.						
SUPPLEMENTAL INFORMATION: Reports included.						
DOCUMENTATION:	Included:	To-Follow:	Not Required:			
COST FKAA: \$ COST/OTHERS: \$ COST TOTAL: \$	1 009	BUDGETED: Ye	es No			
DEPARTMENT DIRECTOR APPROVAL	1 mathe 1837	wald	_			
Reviewed by: Internal Auditor: General Counsel: RTF Executive Director:						
BOARD ACTION:						
Approved: □ Tabled: □	Disapproved: □	Recommend	dation Revised: □			
Comments:						
Date:						



June 27, 2018

J. Robert Dean Chairman District 3

Richard J. Toppino Vice-Chairman District 2

David C. Ritz Secretary/Treasurer District 5

Antoinette M. Appell District 4

Cara Higgins District 1

Kirk C. Zuelch **Executive Director** 

TO: FKAA Board of Directors

Timothy S. Esquinaldo, FKAA Internal Compliance Auditor FROM:

Status Report/Update - FY 2018 SUBJECT:

# Audit Schedule and Testing:

All fieldwork has been completed in the following areas: cash disbursements and purchasing, and payroll in accordance with the Standards for the Professional Practice of Internal Auditing and Statements on Internal Auditing Standards. Tests were performed to determine conformity with Florida Keys Aqueduct Authority's policies and procedures, applicable laws and regulations, and executed contracts. Discussions with management are scheduled to discuss the results.

# Audits Scheduled:

Planning has been performed in the areas of customer account adjustments, customer billing and customer meter deposits and specific tests are currently being performed to address risk, to test compliance with approved guidance and to assess the adequacy of the internal controls governing these processes. I also have attached the audit schedule which indicates all areas that will be audited.

# Bids and Meetings:

Since last (3/27/18) apprising the Board of the Internal Compliance Audit status I also have reviewed and critiqued numerous bids to ensure that the bidding process is performed in accordance with Florida Statutes and approved policy. In addition, I regularly attend meetings with the executive team to discuss various issues concerning and affecting the Florida Keys Aqueduct Authority.

# FLORIDA KEYS AQUEDUCT AUTHORITY INTERNAL AUDIT COMPLIANCE SCHEDULE For the Period From 10/1/17 to 9/30/18

# As Of 6/27/2018

Section	Area	Status
A	Cash Disbursements (Purchasing)	Completed
В	Cash Receipts	Not Started
С	Customer Account Adjustments	Started
D	Customer Meter Deposits	Started
Е	Customer Billing	Started
F	Payroll	Completed
G	Construction/Consultant Contracts	Not Started
Н	Inventory	Not Started
I	Fixed Assets	Not Started
J	Investments	Not Started
C1	Compliance - Customer Accounts	Not Started
C2	Compliance - Laws & Regulations	Not Started
C3	Compliance - Enabling Legislation	Not Started
C4	Compliance - Bond Covenants	Not Started
C6	Compliance - Permits & Licenses	Not Started
C7	Compliance - Maintenance & Readiness	Not Started
C8	Regulations	Not Started
C9	Compliance - Safety & Regulatory	Not Started
C10	Compliance - Risk Management	Not Started
C11	Compliance - Information Technology	Not Started
C12	Compliance - Grants	Not Started
C13	Follow-up	Not Started

# BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY AGENDA ITEM SUMMARY

AGENDA ITEM: BOD-02	CONSENT: REGULAR: X				
MEETING DATE: JUNE 27, 2018	DIVISION: BOARD OF DIRECTORS				
AGENDA TITLE: Board of Directors Discussion					
ITEM BACKGROUND: The Board of Directors can bring be discussed at this time.	g up any subject they deem necessary to				
PREVIOUS RELEVANT ACTION BY FKAA BOARD OF DIRECTORS: N/A					
STAFF RECOMMENDATION (MOTION): N/A					
SUPPLEMENTAL INFORMATION: N/A					
DOCUMENTATION: Included: To-Follow:	Not Required:				
Cost to FKAA: \$ E Cost to Others: \$  Total Cost: \$	BUDGETED: Yes No				
DEPARTMENT: Board of Directors DEPARTME	NT DIRECTOR APPROVAL:				
DIVISION DIRECTOR APPROVAL:   moltant	37 des				
Reviewed by: Internal Auditor: General Counsel:	Executive Director:				
BOARD ACTION:	,				
Approved: □ Tabled: □ Disapproved: □	Recommendation Revised: []				
Comments:					
Date: Recording	Clerk:				