Key Largo Wastewater Treatment District
Board of Commissioner's Meeting
Tuesday, March 1, 2016
4:00 PM

AGENDA

Board of Commissioners Meeting
98880 Overseas Highway
Key Largo, FL 33037

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

BOARD MEMBERS:

David Asdourian	Chairman
Andrew Tobin	Vice Chairman
Robert Majeska	Commissioner
Norman Higgins	Commissioner
Stephen Gibbs	Commissioner

DISTRICT STAFF:

Paul Christian	General Manager
Ray Giglio	General Counsel
Katherine Jackson	District Clerk

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

Please mute cell phones

After each report, staff will give a verbal update and be available for questions

D. RECOGNIZE DISTRICT STAFF

E. AGENDA ADDITIONS, CORRECTIONS OR DELETIONS

1. Approval of Agenda — *Action*

F. PUBLIC COMMENT

G. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

1. Minutes of February 16, 2016 — *Action*
2. Minutes of February 9, 2016 — *Action*

H. CONSTRUCTION REPORT

1. Monthly Construction Update
2. Chemical Storage and Feed System Upgrade Project
3. Keys Contracting Change Order No. 8 for Grinder Pump Project — *Action*
4. Purchase Order for Champion Controls, Inc. — *Action*

I. OPERATIONS REPORT

J. ENGINEER'S REPORT

K. ADMIN / CUSTOMER SERVICE REPORT

1. Administration Building Update
2. Vogt-Spear, Corp. Change Order No. 2 for Headquarters Building Remodel — *Action*
3. ESRI 3 Year Contract Renewal — *Action*
4. EDU Appeal (Billing Only) – First State Bank – AK#1679747 — *Action*

L. COMMISSIONER'S ITEMS

1. Proclamation in Memoriam – Kay Thacker — *Action*

M. GENERAL MANAGER'S REPORT

N. LEGAL REPORT

O. BUDGET AND FINANCE REPORT

P. ROUNDTABLE DISCUSSION

Q. ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the KLWTD Board, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the District Clerk at 305 451-4019 at least 48 hours in advance to request accommodations.

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

Meeting Date: March 1, 2016

Agenda Item Number: G-1

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Action

Department: District Clerk

Sponsor: Katherine Jackson

Subject:

Minutes of February 16, 2016

Summary of Discussion:

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 0.00	1. Minutes of February 16, 2016
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	RWS		
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 3/26/2016

General Manager

Key Largo Wastewater Treatment District
98880 Overseas Hwy, Key Largo, FL
Tuesday, February 16, 2016

MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 4:00 PM on February 16, 2016. Present were Chairman David Asdourian and Commissioner Norman Higgins. Commissioner Stephen Gibbs was present via teleconference. Commissioners Andrew Tobin and Robert Majeska were absent. Also present were General Counsel Ray Giglio, District Clerk Katherine Jackson and other appropriate District Staff.

Mrs. Connie Fazio led the Pledge of Allegiance.

AGENDA ADDITIONS, CORRECTIONS OR DELETIONS

- Commissioner Gibbs added two discussion items: 1) update on Long Key Road Incident under Operations Report, and 2) FKWQIP administrative fee under Commissioner's Roundtable.

APPROVAL OF AGENDA

Motion: **Commissioner Higgins made a motion to approve the agenda as amended and Commissioner Gibbs seconded the motion. The motion passed without objection.**

APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

Minutes of February 9, 2016

Motion: **Commissioner Higgins made a motion to approve the Minutes of February 9, 2016 and Commissioner Gibbs seconded the motion. The motion passed without objection.**

OPERATIONS REPORT

Long Key Road Incident

Operations Manager Chuck Adams and Senior Finance Manager Connie Fazio addressed Commissioner Gibbs' inquiry about the Long Key Road incident. The Board was advised that the actual cost to the District was $7,430, and that an invoice in that amount has been prepared and will be sent to D.N. Higgins, Inc. once it has been approved by the General Manager

ADMIN / CUSTOMER SERVICE REPORT

Administration Building Update

Chief Information Officer Rob Bulkiewicz gave a presentation on the status of construction at the administration building and answered questions from the Board.

Code Compliance – February 2016

Mr. Rob Bulkiewicz presented the February 2016 code compliance list to the Board, and answered questions from the Board.

BUDGET AND FINANCE REPORT

Monthly Financial Report – January 2016

Mrs. Connie Fazio presented the monthly financial report and answered questions from the Board.

ROUNDTABLE DISCUSSION

Shelley Trulock (Commissioner Gibbs)

Mrs. Connie Fazio addressed Commissioner Gibbs' question about the Florida Keys Water Quality Improvement Program (FKWQIP) administrative fee that had been charged by the Army Corps of Engineers (ACOE). Mrs. Fazio informed the Board that each recipient of the FKWQIP funds from the ACOE was charged a $1,000 administrative fee for the FY 2016 disbursement.

ADJOURNMENT

The Meeting was adjourned at 4:30 PM.

_____

David Asdourian, Chairman

_____

Katherine Jackson, Clerk

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

Meeting Date: March 1, 2016

Agenda Item Number: G-2

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Action

Department: District Clerk

Sponsor: Katherine Jackson

Subject:

Minutes of February 9, 2016

Summary of Discussion:

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 0.00	1. Minutes of February 9, 2016
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____		
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 2/26/2016

General Manager

Key Largo Wastewater Treatment District
98880 Overseas Hwy, Key Largo, FL
Tuesday, February 9, 2016

MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 4:00 PM on February 9, 2016. Present were Chairman David Asdourian and Commissioners Robert Majeska, Norman Higgins and Stephen Gibbs. Commissioner Andrew Tobin was absent. Also present were General Manager Paul Christian, General Counsel Ray Giglio, District Clerk Katherine Jackson, Ed Castle with Weiler Engineering, Peter Rosasco with Bishop Rosasco & Co. and other appropriate District Staff.

Mr. Peter Rosasco led the Pledge of Allegiance.

APPROVAL OF AGENDA

Motion: **Commissioner Gibbs made a motion to approve the agenda and Commissioner Higgins seconded the motion. The motion passed without objection.**

APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

Minutes of February 2, 2016

Motion: **Commissioner Gibbs made a motion to approve the minutes of February 2, 2016 and Commissioner Higgins seconded the motion.**

Vote on Motion

Commissioner Gibbs –	Aye
Commissioner Higgins –	Aye
Commissioner Majeska –	Aye
Chairman Asdourian –	Aye
Commissioner Tobin –	Absent

Motion Passed: 4 to 0

OPERATIONS REPORT

Incident on Long Key Road – Damage to KLWTD Facilities

Operations Manager Chuck Adams reported on an incident on Long Key Road that resulted in damage to District assets. Mr. Adams stated that D.N. Higgins, Inc. was contracted by Monroe County to install a storm sewer system and that during the installation, the contractor damaged the District's vacuum main. Mr. Adams informed the Board that no customers were out of service as a result of this incident, in spite of the significant damage to the line. Mr. Adams stated that the actual cost of the damages to the District is still pending, but looked to be in the $7,000-$9,000 range, and he answered questions from the Board.

GENERAL MANAGER'S REPORT

Recognize County Officials

Chairman Asdourian recognized Monroe County Commissioner Sylvia Murphy, Monroe County Administrator Roman Gastesi, Monroe County Assistant Administrator Kevin Wilson, and Monroe County Senior Director of Strategic Planning Kevin Madok, all of whom had arrived at the meeting at approximately 4:10 PM.

Commissioner Murphy presented the District with a check for $1 million, representing the first installment in a 10-year Interlocal Agreement (ILA), under which the District assigned its share of the Mayfield Grant Funds, which cannot be used to repay debt, to the County in return for payments from County infrastructure sales tax funds, which can be used to repay District debt. Commissioner Murphy characterized the ILA as a "win-win" situation as the County receives money it needs for current wastewater projects, and the District not only receives its entitled share of the Mayfield Grant Funds, but will also be able to use those funds to repay its wastewater construction debt more quickly—thus saving both the County and the District money on interest.

Status of FKWQIP

Mr. Paul Christian informed the Board that the US Army Corps of Engineers' will be providing $3 million in funding towards the Florida Keys Water Quality Improvement Program (FKWQIP) in FY 2016, from which the District is scheduled to receive $749 thousand.

ADMIN / CUSTOMER SERVICE REPORT

Reversal of Waiver – AK#1641464

Mr. Rob Bulkiewicz presented Resolution Draft No. 03-02-16 to reverse a waiver of assessments for AK#1641464 for Jose Guerrero and answered questions from the Board.

Motion: **Commissioner Majeska made a motion to approve the Reversal of Waiver – AK#1641464 Resolution Draft No. 03-02-16 and Commissioner Gibbs seconded the motion.**

Vote on Motion

Commissioner Majeska –	Aye
Commissioner Gibbs –	Aye
Commissioner Higgins –	Aye
Chairman Asdourian –	Aye
Commissioner Tobin –	Absent

Motion Passed: 4 to 0

MCLA Conservation Waiver of Assessment – Gulfstream Shores

Mr. Rob Bulkiewicz introduced Resolution Draft No. 04-02-16 to waive assessments for three parcels for land conservation and answered questions from the Board.

Motion: **Commissioner Gibbs made a motion to approve the MCLA Conservation Waiver of Assessment – Gulfstream Shores Resolution Draft No. 04-02-16 and Commissioner Higgins seconded the motion.**

Vote on Motion

Commissioner Gibbs –	Aye
Commissioner Higgins –	Aye
Commissioner Majeska –	Aye
Chairman Asdourian –	Aye
Commissioner Tobin –	Absent

Motion Passed: 4 to 0

Fleet Management Presentation

Mr. Rob Bulkiewicz gave a presentation on the District's updated fleet management program and gave a demonstration on SewerCare Fleet Manager and Verizon Networkfleet. Staff answered questions from the Board.

BUDGET AND FINANCE REPORT

FY2016 Advanced Principal Reduction Plan

Mrs. Connie Fazio asked the Board to approve a principal reduction payment in the amount of $3.3 million to SRF Loan #464010, as part of the District's advanced principal reduction plan, pursuant to the FY2016 budget. Ms. Fazio stated that the debt reduction plan will save the District $1.1 million in interest. Mr. Peter Rosasco informed the Board that that this payment will virtually eliminate the projected future gap between assessment revenues and debt service, and will improve the District's financial position moving forward. Mr. Paul Christian further explained to the Board that this payment is a move in the right direction toward the District lowering rates.

Staff answered questions from the Board.

Motion: **Commissioner Gibbs made a motion to approve the FY2016 Advanced Principle Reduction Plan request and make a $3.3 million payment and Commissioner Higgins seconded the motion.**

Vote on Motion

Commissioner Gibbs –	Aye
Commissioner Higgins –	Aye
Commissioner Majeska –	Aye
Chairman Asdourian –	Aye
Commissioner Tobin –	Absent

Motion Passed: 4 to 0

ADJOURNMENT

The Meeting was adjourned at 5:18 PM.

David Asdourian, Chairman

Katherine Jackson, Clerk

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

Meeting Date: March 1, 2016

Agenda Item Number: H-1

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Discussion

Department: Construction

Sponsor: Chuck Adams

Subject:

Monthly Construction Update

Summary of Discussion:

Operations Manager Chuck Adams has provided an update on the status of KLWTD current and planned construction projects.

Reviewed / Approved		Financial Impact	Attachments
Operations:	BS	$ 0.00	1. February Construction Update
Administration:			
Finance:		Funding Source: Grant(s)	
District Counsel:			
District Clerk:		Budgeted: N/A	
Engineering:			

Approved By: _____ **Date:** 2/26/2016

General Manager

Key Largo Wastewater Treatment District
98880 Overseas Highway, Key Largo, FL 33037
Post Office Box 491, Key Largo, FL 33037
Phone (305) 451-4019 • Fax (305) 453-5807 • www.klwtd.com

Memo

To: KLWTD Commissioners

Cc: Paul Christian, General Manager

From: Chuck Adams, Operations Manager

Date: February 2016

Re: Monthly Construction Update

Below is a list of current and planned construction projects with status updates.

Current Construction Projects

Project	Current Status	Bid Date	Contract Start	Contract end	Expended to Date	Total Project Estimate
Grinder Pump Installation Program	100% of on-site installations complete Pending Telemetry & Surveys	11/21/2013	5/24/2014	02/29/16 (Change Order No. 8 03/31/16)	$592,060	$751,928
SCADA Upgrade	In process at Aqua-Aerobics	-	10/21/15	5/31/16	$2,355	$108,640
Chemical Storage and Feed System	Suggested plan to be presented at Board meeting in March 2016	10/13/15	-	-	-	$429,860
WWTP Blower Upgrades	Contract awarded to Wharton-Smith	9/8/2015	TBD	TBD	TBD	$1,681.110

Project Specific Notes

1. **Grinder Pump Installation Program:**
   a. All on-site installations are completed.
   b. Telemetry is pending.
   c. Restoration of one property is still pending – scheduled for completion by 2/26/2016
   d. Staff received three proposals for the Final Survey project for 47 properties along US-1. Proposals are under review at this time.
2. **SCADA Upgrade**
   a. Delivery of the SCADA computers from Aqua-Aerobics is on schedule for the end of May.
3. **Chemical Storage and Feed System**
   a. Suggested plan for upgrade to be presented to Board in March 2016.
4. **WWTP Blower Upgrades**
   a. Project has been awarded, contract price $1,681,110
   b. Purchase Order 16-499680 to Aerzen USA Corp was approved by the Board on 02/01/16 for the direct purchase of the blowers.
   c. Purchase Order 16-499696 to Champion Controls, Inc. for the direct purchase of the Controls, VFD/OCP Panels is pending Board approval March 1, 2016.

Respectfully Submitted,

Chuck Adams
Operations Manager

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

Meeting Date: March 1, 2015

Agenda Item Number: H-2

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Discussion

Department: Construction

Sponsor: Chuck Adams

Subject:

Chemical Storage and Feed System Upgrade Project

Summary of Discussion:

Staff to present a plan to direct purchase equipment and materials and re-bid labor costs for the Chemical Storage and Feed System Upgrade project.

Reviewed / Approved		Financial Impact	Attachments
Operations:	CRA	$ 429,860.00	1. Memo from Chuck Adams
Administration:		Expense	
Finance:		Funding Source:	
District Counsel:		Rate Revenue	
District Clerk:		Budgeted:	
Engineering:		Yes	

Approved By: _____ **Date:** 2/26/2016

General Manager

Key Largo Wastewater Treatment District
98880 Overseas Highway, Key Largo, FL 33037
Post Office Box 491, Key Largo, FL 33037
Phone (305) 451-4019 • Fax (305) 453-5807 • www.klwtd.com

Memo

To: KLWTD Commissioners

Cc: Paul Christian, General Manager

From: Chuck Adams, Operations Manager

Date: March 1, 2016

Re: Chemical Storage and Feed System Upgrade Project

Dear Commissioners,

After receiving bids for the Chemical Storage and Feed System Upgrade project and finding the lowest responsive bidder to be significantly higher than anticipated, staff at the Board's direction, began to seek alternative methods for obtaining the upgrades to the existing chemical facilities.

Staff investigated a phasing plan to complete the chemical storage and feed system. However, after further investigation, it was determined that the District could utilize another municipality's competitive bidding as per Florida Statute 287.057 to direct purchase the needed materials. Hillsborough County recently bid a project similar to the District's, and as a result, the District will be able to benefit from discounts off the standard pricing for the "basis of design" equipment and for the time and materials for assembly of the pump skids. According to the discounts, the District should save approximately 12% on the storage tanks and 28% on the pumps. The overall savings on the constructed skids is yet to be determined.

Staff is preparing an RFP for the labor portion of the upgrade project. This approach has several benefits:

1. Piggy-backing on the Hillsborough County contract allows the District to purchase the desired "basis of design" equipment at a reduced rate and without the need to evaluate potential substitutes.
2. It allows direct purchase of the equipment and materials, eliminating the sales tax.
3. It allows additional contractors to bid their services for the work. Previously, we had only one responsive bidder for this project.

For these reasons, it is recommendation that the District proceed with bidding the labor for the installation portion of the Chemical Storage and Feed System Upgrade project, and proceed with the direct purchase of the materials and equipment necessary for the project through the Hillsborough County Agreement.

Respectfully Submitted,

Chuck Adams
Operations Manager

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

Meeting Date: March 1, 2016

Agenda Item Number: H-3

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Action: Approval

Department: Construction

Sponsor: Chuck Adams

Subject:

Keys Contracting Change Order No. 8 for Grinder Pump Project

Summary of Discussion:

Keys Contracting is requesting to add thirty (30) days to the final completion date to the Grinder Pump Station Project for the addition of telemetry poles to scope of work. The new final completion date will be March 31, 2016.

Reviewed / Approved		Financial Impact	Attachments
Operations:	CH	$ 0.00	1. Change Order No. 8
Administration:			
Finance:		Funding Source:	
District Counsel:		Grant(s)	
District Clerk:		Budgeted:	
Engineering:		No	

Approved By: _____ **Date:** 2/26/2016

General Manager

SECTION 00950
CHANGE ORDER FORM

CONTRACTOR ("Contractor"): **Keys Contracting Services**	CHANGE ORDER No. **8** PROJECT TITLE: **KLWTD Grinder Pump Station Project** PROJECT No.
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER`: Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: March 1, 2016	EFFECTIVE DATE: March 1, 2016, contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.

Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: The Contractor shall perform all work required by the Contract Documents for the Simplex Residential Grinder Pump Stations Installations.

Reason for Change: Requested additional time due to possibly adding additional scope of work to original contract.

Work to be Performed is more specifically described as (add additional sheets if necessary):

Attachments: (*List documents supporting change and justifying cost and time)*

Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order

Increase (decrease) in Contract Price: None	**Increase (~~decrease~~) in Contract Final Completion Time (Calendar days): 30**

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.

This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.

Original Contract Price: $132,500		Original Contract Time: 120 Days (calendar days or dates)	
SUMMARY OF CHANGE ORDERS			
C.O. NO.	**Description of Change**	**Change in Contract Price**	**Change in Contract Time**
1	Installation and Supply of Backflow Valve	$1,717.50	0 Days
2	Installation of Phase II Grinder Pumps (927)	$145,010.00	120 Days
3	Additional time to complete Phase II, Installation of Phase III Grinder Pumps (27)	$143,100.00	150 Days
4	Installation of 30 L.F> of 1.25" Water Service Line Installation of Phase IV Grinder Pumps (30)	$159,600.00	120 Days
5	Installation of 1/25" Ball Valve at 1 Bealls Hammock	$400.00	0 Days
6	Installation of Phase V Grinder Pumps (32)	$169,900.00	150 Days
7	Requested additional time due to equipment malfunctions and additional properties	$0.00	73 Days
8	Additional Time for adding telemetry poles to Scope of Work		30 Days (to Final Completion Only)
TOTAL OF ALL PRIOR CHANGES		**$619,427.50**	**613 Days**
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		**$619,427.50**	**733 Days**
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		**$619,427.50**	**763 Days**
Original Contract Substantial Completion Date: May 28, 2014 **Original Contract Final Completion Date: June 27, 2014**		**New Contract Substantial Completion Date: Jan 31, 2016** **New Contract Final Completion Date: Mar 31,2016**	

APPROVAL AND CHANGE ORDER AUTHORIZATION

Contractor: **Keys Contracting Services, Inc.**	Owner: **Key Largo Wastewater Treatment District**
_____ By (Signature)	_____ By (Signature)
Chris Gratton, President (Printed Name and Title of Officer)	**Paul Christian, General Manager** (Printed Name and Title of Officer)
(Date)_____	(Date)_____
ATTEST:	ATTEST:
_____ (Secretary)	_____ Katherine Jackson, District Clerk
(Corporate Seal)	(Seal)

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

Meeting Date: March 1, 2016

Agenda Item Number: H-4

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Action

Department: Construction

Sponsor: Chuck Adams

Subject:

Purchase Order for Champion Controls, Inc.

Summary of Discussion:

After thorough review of submitted proposals, Staff recommends the acceptance and requests the Board authorize the General Manager to negotiate and execute a contract with Champion Controls, Inc. for the direct purchase of Instrumentation, Controls & VFD/OCP Panels for the KLWTD WWTP Blower Upgrades project for an amount not to exceed $340,000.00.

Reviewed / Approved

Operations: ORK

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

$ 340,000.00

Expense

Funding Source: Assessment Revenue

Budgeted: Yes

Attachments

1. Champion Controls, Inc. Purchase Order
2. Purchase Order No. 15-499622
3. Change Order to Purchase Order No. 15-499622

Approved By: _____ **Date:** 2/26/2016

General Manager

Key Largo Wastewater Treatment District

98880 Overseas Hwy, Key Largo, FL 33037

Phone (305-451-4019) Fax: (305-453-4019)

Purchase Order #16-499696

Dated: February 15, 2016

PURCHASE ORDER

Champion Controls, Inc.

811 NW 57th Place

Ft. Lauderdale, FL 33309

Phone: 954-318-3090 Fax: 954-318-3091

The Key Largo Wastewater Treatment District is Equal Employment Opportunity / Affirmative Action compliant through good faith efforts in employment and purchasing practices.

With respect to the following project and prime contract:

KLWTD WWTP Blower Upgrades

100301 Overseas Hwy.

Key Largo, FL 33037

This **Purchase Order** is hereinafter referred to as **"Order"**. The **Key Largo Wastewater Treatment District** is hereinafter referred to as **"KLWTD", "Purchaser", or "Owner". Champion Controls, Inc.** is hereinafter referred to as **"Seller."** **Wharton-Smith, Inc.** is hereinafter referred to as **"Wharton-Smith"** or **"Contractor"**. In accordance with the terms and conditions of this Order and the Contract Documents, **KLWTD** agrees to pay **Champion Controls, Inc.** the sum of:

Three Hundred Forty Thousand Dollars and No Cents, ($340,000.00)

This Agreement shall follow the guidelines of the Owner's Direct Purchase Program, any deviation from this procedure may delay payment. Details of the program are attached or will be provided under separate cover.

FURNISH AND DELIVER IN ACCORDANCE WITH THE FOLLOWING:

Instrumentation, Controls & VFD/OCP Panels

Item	Description	Units	Net Amount
0001	Instrumentation, Controls & VFD/OCP Panels as detailed in Attachment "B" Scope of Work		$340,000.00

ATTACHMENTS

Attachment "A" Defined Requirements

Attachment "B" Scope of Work

Attachment "C" Document List

Attachment "D" Project Schedule

JOB #15-114

CUSTOMER ID:

☐ FILE COPY
☐ FIELD COPY
☐ SELLER COPY

REQUIREMENTS BEFORE STARTING WORK

RETURN OF ACKNOWLEDGEMENT COPY

All acknowledgment copies of this Order shall be signed and initialed where required by a duly authorized officer or agent and returned within 2 weeks from date of issuance of this Order and prior to starting work. One original will be returned after execution. Mail or deliver to:

- Key Largo Wastewater Treatment District
- Attn: Laura Weinstock
- 98880 Overseas Hwy.
- Key Largo, FL 33037

FAMILIAR WITH CONTRACT DOCUMENTS

By the acceptance of this Order, Seller certifies that it has examined all the plans, drawings, specifications, and all addenda thereto and other bidding documents (hereinafter collectively referred to as the "Contract Documents") prepared for the entire Project, of which this Order is a part. In any event, a complete set of such documents will be available for Seller's inspection at any time during business hours at the Purchaser's office as listed on the first page of this Order.

PRIME CONTRACT REQUIREMENTS

With respect to the ordered equipment and materials, Seller shall assume and perform all of the obligations of the prime contract to the Owner, as set forth in any and all of the Contract Documents for the Project except the initial installation thereof. Without limitation, those obligations may include the furnishing of samples, charts, diagrams, shop and other drawings, supplemental surety bonds, manuals, instructions, warranties, guarantees, and service from Seller's personnel for various purposes, including the making of inspections and the testing of equipment and its installation, start-up service, the making of adjustments to place in trouble-free operation the system of which the equipment is a part, the instruction and training of operating personnel, and the removal and replacement of defective materials, equipment and parts.

Seller specifically acknowledges that to the extent that Owner-Contractor Agreement contains a liquidated damages clause, Seller shall be liable to Purchaser in an amount not less than the amount contained in the Owner's liquidated damages clause, for delays incurred by the Owner which are attributable in whole or in part to the performance of the Seller.

CERTIFICATE OF INSURANCE

A Certificate of Insurance for general liability, product liability, and worker's compensation insurance must be furnished to Purchaser prior to any work beginning on the jobsite. Workers' Compensation shall be per statute. Insurance policies shall specifically identify the Purchaser as an additional insured under all such policies covered by such certificate of insurance. All such insurance policies shall not be cancelled or terminated without providing the Purchaser thirty (30) days advance written notice of such cancellation or termination. This coverage must remain in full effect during the duration of this Order.

SUBMITTALS

Seller shall timely furnish copies of all submittals as indicated in Attachment "A" of this Order. Each submittal must be complete and detailed. If any submittal deviates from the prime contract drawings and specifications, a letter shall accompany it describing and explaining the reason for each deviation. If any submittal is returned for correction or for approval as noted, it shall be revised and the same number of copies shall be resubmitted to the Purchaser for approval, together with a letter calling attention to any revisions, other than corrections required by the engineer on the previous submittal. One copy of each approved/rejected submittal will be returned to Seller. Seller shall indemnify the Purchaser against loss or expense resulting from errors or omissions or deviations in the Seller's submittals.

SHOP ASSEMBLY

All components shall be shop assembled into the largest practical sections permitted by carrier regulations.

LABELING COMPONENTS

All materials and equipment components shall be clearly labeled before delivery in such a manner which will endure climatic and construction job conditions, to facilitate field erection.

SHIPMENT OF PRODUCTS

See printed Terms and Conditions attached to this Order. Seller shall ship products to the delivery address as defined in Attachment "A" of this Order. All products shall be so packaged or crated, when appropriate and be so loaded, separated, secured and protected, in the trucks or other conveyances, as to prevent them from being damaged in normal transit. If applicable, seller shall ship products via open-topped truck to permit unloading by crane.

MATERIAL SAFETY DATA SHEET (MSDS)

The Seller shall include all appropriate Material Safety Data Sheets (MSDS) with all shipments containing hazardous materials. One file copy of each MSDS shall be sent to the jobsite address prior to any shipment. These MSDS forms shall be provided as part of the submittal package, when such are required.

INSTALLATION, OPERATION AND MAINTENANCE MANUALS

With respect to each item of equipment covered by this Order, Seller shall prepare and furnish to the Purchaser, the required number of copies of the manuals as indicated in Attachment "A" of this Order. The manuals must be three-hole punched. The manuals shall contain all information necessary for the proper installation, operation and maintenance of precisely the equipment and materials which are required to be furnished pursuant to this Order. This data, together with warranties, certificates, record shop drawings, as-built drawings and other close-out documentation, is considered part of the Work. Such data must be delivered (in the correct quantities and format) to the Purchaser's office shown on Attachment "A" of this Order. Jobsite delivery will not satisfy the requirements of this paragraph. Failure to provide this data as specified above will result in withholding an additional 5% of the Order amount, or $1,000.00, whichever is greater. This amount will be released when the data is approved.

In the event that the data is not delivered at least one month prior to Substantial Completion, the data will be compiled by Purchaser and the cost deducted from the Order. The various provisions and portions of the manual shall be clearly keyed to the relevant item numbers in the prime contract specifications. The manual shall be furnished to the Purchaser at least one month before shipment of materials to which it pertains. The manual shall comply with any applicable requirements of the Contractor's prime contract with the Owner. In addition, to the extent applicable, the following items shall be incorporated:

1. Printed materials describing in words and when helpful, pictorially or graphically, the nature, major characteristics and mode of operation of the equipment and the system in or with which it operates.
2. A list of equipment and appurtenances included in the system, complete with manufacturer's model numbers.
3. Utility requirements.
4. General arrangement drawing(s).
5. Sectional assembly.
6. Dimension print(s).
7. Materials of construction.
8. Certified performance curve.
9. Performance guarantee.
10. Parts list.
11. Recommended spare parts list.
12. Lubrication recommendations and instructions.
13. Schematic wiring diagrams. 14. Schematic piping diagrams.
15. Instrumentation data.

16. Drive dimensions and data.
17. Control data.
18. Operating instructions.
19. Maintenance instructions.

LIQUIDATED DAMAGES:

Liquidated Damages of $1,000/day will be applicable for this Purchase Order, payable to Key Largo Wastewater Treatment District. Materials MUST be delivered per the schedule expectations outlined herein. The liquidated damages will be capped at 10% of the contract value. In addition, Seller shall be responsible for any *actual* damages incurred by Contractor for delays attributable to Seller's negligence or breach hereunder.

OWNER DIRECT PURCHASE

The Owner is purchasing the following items in order to secure materials free from Sales Tax, Use Tax or Surtax in accordance with the Owner's Tax Exempt status. In order for the construction materials or supplies to be purchased exempt from Florida Sales Tax, a purchase order and a copy of an exemption certificate issued directly from the tax entity must be received by the vendor prior to shipment or delivery of the materials. Upon Contractor's receipt and approval of the materials on site, the Seller shall remain fully responsible for handling, storage, submittals, installation, warranties and performance of the materials in accordance with the requirements of the Contract Documents and all other work associated with the procurement and installation of these materials purchased by the Owner.

Seller shall be required to invoice the Owner directly for the materials and payment shall be made to Seller directly by Owner. Invoices must be sent to Wharton-Smith for approval, prior to payment by the Owner. If the seller fails or refuses to follow the procedures outlined herein, due to no fault of or specific written direction from Wharton Smith, Inc or the Owner, Seller shall be responsible for payment of the appropriate sales tax.

Make note of the attached Owner Direct Purchase Instruction Sheet for proper billing of all materials. The Owner and Wharton–Smith will not be held responsible for late payments if the Seller fails to follow instructions given on the instruction sheet.

PURCHASE ORDER TERMS AND CONDITIONS

Item 1 - Seller's Warranty

The Seller guarantees and warrants that the work herein contracted will be new and in full conformity with all specifications, drawings and samples and will be free from defects in design, workmanship and materials. If the work or materials fail to meet the provisions of this guarantee, the Seller shall be responsible for promptly correcting any defects, including nonconformance with the Contract Documents by adjustment, repair, or replacement of all defective parts or materials. Seller shall be responsible for the cost of repair and/or replacement of other work damaged due to the defect or failure of the Seller's products. Seller agrees to indemnify and defend Purchaser from any and all liability associated or resulting from Seller's product or work.

Except as otherwise prescribed by the terms of any special guarantees required by the order between the Seller and Purchaser, or applicable statutes, Seller warrants and guarantees the work to the full extent provided for in the Contract Documents. Seller shall be responsible for the cost of all materials, parts, transportation, supervision, labor, equipment, special tools and supplies required for replacement or repair of parts and for correction of defects.

If manufacturer's field representatives are included in the Order, such services shall be furnished by the Seller without cost to the Purchaser for the correction of any defects. This guarantee shall be extended to cover all repairs and replacements furnished under the guarantee and the period of the guarantee for each such repair or replacement shall be one year after installation or completion, except as otherwise prescribed by the terms of any special guarantees required by the Contract Documents or applicable statutes. If within 10 days after the Purchaser has notified the Seller, in writing, of a defect, failure, or abnormality in the work, the Seller has not started to make the necessary repairs or adjustments, the Purchaser is hereby authorized to make the repairs or adjustments or to order the work to be done by a third party, the cost of the work to be paid by the Seller. Purchaser hereby retains the right to bill the seller any cost associated with the repair or replacement of defective products.

Item 2 - Security Interest

Seller shall have no security or other interest in the products after they are delivered and received by the Purchaser and Purchaser has paid for such products.

Item 3 - Installation / Start-Up Services

In the event that the products ordered hereunder require, in connection with the installation thereof, the services of a supervisor or expert and Seller agrees to furnish the same, either without charge or at a specified rate per day, it is understood that such supervisor shall not, while performing his duties with respect to the products covered by this order, be deemed an Agent or Employee of the Purchaser and the Seller will assume full responsibility for all acts and omissions of such person.

Item 4 - Seller Insolvency

In the event of any proceeding by or against the Seller, voluntary or involuntary, in bankruptcy in insolvency or for the appointment of a receiver or trustee of Seller's property, or an assignment by Seller for the benefit of creditors, or in the event of a breach by the Seller of any of the terms hereof, including any warranties made in connection with the products ordered hereunder, the Purchaser shall have the right to cancel this and any or all other orders or contracts between the Seller and the Purchaser or to reduce the quantities of products to be delivered hereunder.

Item 5 - Ownership of Drawings

All blueprints, drawings, tools, etc., prepared or constructed by the Seller and paid for by the Purchaser shall be the property of the Purchaser; and upon the completion of deliveries under this Order, or in case of the cancellation of this Order for any reason, Seller agrees to deliver to the Purchaser all blueprints, drawings, tools, etc., which may have been either furnished or paid for by the Purchaser.

Item 6 - Federal, State and Local Regulations

Seller agrees to fully comply with the Fair Labor Standards Act, Workmen's Compensation Laws, Social Security and Federal Old Age Benefits Laws and Civil Rights Laws, and to comply with all other applicable state, federal and local laws and all other orders and regulations issued pursuant thereto, including all acts of Congress affecting, regulating or limiting prices and profits, and Seller further affirms, to the best of his/her knowledge and belief, that the prices of the articles specified in this Purchase Order do not exceed the maximum prices established by any applicable maximum price regulations. All equipment and materials furnished pursuant to this Order shall conform to all OSHA and other applicable safety requirements and to all applicable building codes. Seller agrees to hold Purchaser harmless from any liability, damage assessment resulting from any failure of said materials or articles to comply with the said law, standards, codes or regulations.

Item 7 - Delivery Schedule

Time is of the essence in this Order. The Seller expressly agrees that in undertaking to complete the work within the time specified, it has made allowances for certain hindrances and delays. The Purchaser may grant an extension of the allowable contract time when work on the critical path is delayed by factors determined to be beyond the Seller's control which could not reasonably be anticipated or contemplated at the time this Order was executed.

Item 8 - Shipment Delay

The Purchaser reserves the right to order the Seller to delay shipment of equipment and materials herein contracted. In the event such a delay is ordered by the Purchaser in writing, the Purchaser will pay the Seller reasonable and proper extra charges actually incurred by the Seller as a result of the delay.

Item 9 - Modification / Cancellation of Order

The Seller shall modify the work whenever so ordered by the Purchaser and such modifications shall not affect the validity of this Order. Modifications may involve additions, deletions, or revisions in the work to be performed or changes in the contract time when appropriate or changes to the contract price or time.

This Order is expressly made subject to the contract of Purchaser with its Contractor, and Seller agrees that should any change in such contract or breach of action by such Contractor under that contract make it advisable or necessary that any undelivered items under this Order be not delivered, Purchaser shall have the right to rescind all or part of this Order by notice in writing. Seller is to receive, in the event of rescission, payment for material purchased and work in process and finished work on hand provided that they are delivered to Purchaser.

Item 10 - Seller's Claims

Before proceeding with any work or shipping any products involving possible claims by the Seller for extra compensation above the price specified in the Order, the Seller shall submit to the Purchaser a detailed explanation of such possible claims, together with the price thereof. If Purchaser desires to have the work done or the products furnished at the price so stated, Purchaser will issue written instructions. Claims for compensation above the prices specified in this Order shall be allowed only when authorized pursuant to such written instructions.

Item 11 - Indemnification

To the fullest extent permitted under law, the Seller shall indemnify and hold harmless both the Purchaser and the Contractor (formerly the Customer of Champion Controls with reference to this project) and their agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work and/or materials, provided that any such claim, damage, loss or expense, is property, including the loss of use resulting there from, or personal injury, but only to the extent caused by any negligent act or omission of the Seller, any Subcontractor of the Seller, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Item 12 - Venue and Choice of Law

The terms of this Order shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue and jurisdiction for the resolution of disputes involving this Order shall lie exclusively in the state courts of Florida and specifically within the Sixteenth Judicial Circuit, in and for Monroe County, Florida.

ISSUED BY:
Key Largo Wastewater Treatment District
By:_____
Signature
Print Name: Paul Christian
Title: General Manager
Date:_____

ACCEPTED:
Wharton-Smith, Inc.
By: _____
Signature
Print Name: _____
Title:_____
Date:_____

ACCEPTED:
Champion Controls, Inc.
By:_____
Signature
Print Name: _____
Title:_____
Date:_____

ATTACHMENT "A"
DEFINED REQUIREMENTS

SUBMITTALS: In order that the contractor may maintain its production schedule, you shall submit **six (6) hard copies and (1) .pdf electronic** copy by **03/07/16.** Deliver to **KLWTD c/o Wharton-Smith, Inc. 125 W. Indiantown Road, Ste. 201, Jupiter, FL 33458**, attention **Curtis Matte (cmatte@whartonsmith.com).**

SHIPMENT OF PRODUCTS: Prepay freight charges on goods to delivery address. FOB destination.

DELIVERY ADDRESS:
Key Largo WWTP
c/o Wharton-Smith, Inc.
100301 Overseas Highway
Key Largo, FL 33037
Attn: Rafael Lopez – 813-241-7624

SHIPPING SCHEDULE: Shipment of goods must be made on schedule, considering quoted factory lead-times. Seller shall confirm shipping schedule after approval of shop drawings. Seller is required to notify the Project Manager/Project Superintendent no less than forty-eight (48) hours prior to delivery.

DELIVERY DATE: No later than July 18, 2016

PAYMENT TERMS / INVOICES: Seller shall not invoice for any goods before shipment. The Purchaser will pay per the following terms:

90% of the purchase order within 30 days of its approval by the KLWTD Manager.
10% upon receipt of Operations and Maintenance Manuals, spare parts, training, check-out, start-up, testing, commissioning and the KLWTD Project Manager's final acceptance.

Invoices may be submitted electronically to **cmatte@whartonsmith.com** or via US Mail to **KLWTD c/o Wharton-Smith, Inc. 125 W. Indiantown Road, Ste. 201, Jupiter, FL 33458**. **Show on every delivery ticket and invoice, the Purchase Order #ODP 215114-002 and Job Number 15-114.**

This Purchase Order does not include all applicable sales tax. For Purchase Orders qualifying under the Tax-Exemption Status, see additional requirements attached. For out of state vendors who do not acknowledge sales tax or whose invoice does not reflect sales tax, Purchaser will self-assess any Use Tax liabilities due and remit to the Department of Revenue.

INSTALLATION, OPERATION AND MAINTENANCE MANUALS: Seller will provide **(1) .pdf electronic copy and (5) hardcopy** preliminary manuals and **(1) .pdf electronic copy and (5) hardcopy** final manuals. Deliver to **125 W. Indiantown Road, Suite 201, Jupiter, FL 33458**, attention **Curtis Matte**.

AS-BUILT DRAWINGS: Seller will provide to the Purchaser **5** copies of as-built drawings. Deliver to **125 W. Indiantown Road, Suite 201, Jupiter, FL 33458**, attention **Curtis Matte**.

SPARE PARTS: Spare parts are **required**.

With respect to the contract documents and each specification section covered by this order, Seller shall provide the necessary spare parts. The spare parts will be delivered to the jobsite address, separate from the Order, at a time specified by the Purchaser. These spare parts will be boxed and marked according to specification section and will be accompanied by a spare parts turnover sheet. This form must include part numbers, quantities, and description of spare parts provided. Failure to provide these spare parts in the manner requested will result in withholding up to 5% of the contract amount or $1000, whichever is greater. This amount will be released when the parts have been turned over and approved by the Owner.

LIQUIDATED DAMAGES: The Schedule of liquidated damages is as follows:

In the event Seller does not achieve, or otherwise contributes to cause of not meeting the Project Substantial Completion date within the Contract Time, including approved extensions, the Seller shall pay the Contractor, as liquidated damages and not as a penalty, the sum of **One Thousand dollars**, (**$1,000**) per day for each calendar day the actual time of performance exceeds the authorized Contract Time for each building and each phase. Not applicable for occurrences beyond seller's control and capped at 10% of seller's contract value.

ATTACHMENT "B"
SCOPE OF WORK

Furnish, Deliver, and Install per Plans and Specifications for the above referenced project:

All materials to be delivered or shipped to:
Wharton-Smith, Inc.
Key Largo Wastewater Treatment Plant
100301 Overseas Hwy
Mile Marker 100
Key Largo, FL 33037
Attn: Curtis Matte/407-402-9923

GENERAL NOTES

In the event of conflicts between this section of the documents and other documents, this section shall take precedence.

THE WORK

The Work: The Vendor's **"Scope of Work"** shall include, but is not necessarily limited to all materials, submittals, samples, mock-ups, insurance, taxes and all other items required to complete **The Work** defined below, all in complete accordance with the Plans and Specifications including all Addenda's.

The work shall include but not be limited to:

Furnish Supervision, Labor, Materials, Equipment, Services, Taxes, Special Permits and Licenses required provide a complete **Instrumentation, Controls, & VFD/LCP Panels** package.

The intent of this Purchase Order is to establish that Champion Controls will provide a complete process controls & instrumentation supply (PICS) package which will result in a fully integrated and functioning system as intended by the design Engineer.

The Scope of Supply shall include but not be limited to:

1. **General Instrumentation & Controls Scope:**
    a. Provide thorough coordination of all equipment and electrical wiring.
    b. Attend coordination meetings as required for the duration of the project outlined in the contract specifications and as required by the General Contractor.
    c. Provide all new instrumentation
        i. Including any surge suppression devices
    d. Provide startup services as outlined in the specifications, including but not limited to:
        i. Provide all required programming and programming software as required per the plans, specifications, and addenda.
        ii. Installation checkout
        iii. Calibration of all instruments, panels, and related equipment.
        iv. Troubleshooting
2. **Air header pressure transmitters and appurtenances:**
    a. Provide four (4) air header pressure transmitters, 4-20 mA, NEMA 4, Rosemount "Smart" devices
        i. Pressure transmitters to be supplied and integrated by Champion Controls
        ii. Pressure transmitters, conduit, and wire to-be installed by the Others
        iii. Power and analog feedback for the transmitter shall report to/from the LCPs and SCADA.

3. **Air flow meters, transmitters, and appurtenances:**
    a. Provide programming and coordination for relocation of three (3) existing air flow meters, transmitters, and appurtenances
        i. Flow meters to be to be removed, relocated, and reinstalled by the Others
        ii. Perform all the factory, acceptance, operational readiness, and site acceptance tests.
        iii. Provide adequate onsite training.
        iv. Power and analog feedback for the transmitter shall report to/from the LCPs and SCADA.
4. **Panels and Devices**
    a. PICS supplier is responsible to provide four (4) Local Control Panels outlined in specification 12000 & 13400
    b. Champion Controls is responsible to ensure the equipment provided fits in the available space as designed. Cabinets must not exceed 110" H x 36" W x 24" D.
        i. Any deviations from the locations shown on the contract drawings will require a sketch and proposal demonstrating the proposed equipment will fit, can be conveniently accessed for maintenance, and does not interfere with access to and maintenance of other equipment. All applicable codes must still be met.
5. **Variable Frequency Drives (VFD's)**
    a. PICS supplier is responsible to provide four (4) VFD's outlined on drawing E-01, E-02, & E-03 and in accordance with the contract documents, including but not limited to:
        i. New VFD Schneider electric Square D M-flex combination disconnect and adjustable speed controller, no by-pass, 400 HP 480V 3 phase with on-auto-off selector switch, pilot lights, extended I/O card, graphic key pad for display and programming, 3% load reactor
6. **SCADA programming**
    a. Provide all SCADA programming and programming software as required per the plans, specifications, and addenda, including but not limited to:
        i. Integration of the new blowers, local control panels, instrumentation, and VFD's to function with the existing SCADA and controls
            1. Status of the blowers must be shown on the existing screens in the Operations Control Room and must function with the signals from the existing SBR instrumentation
            2. Blowers/LCPS must have the flexibility to communicate with and function with multiple blowers per the control logic provided in Addendum #5
    b. The PICS will be responsible to work closely with equipment suppliers to perform all soft I/O checks and all programming checks required as to fully incorporate all processes to the new wastewater treatment plant.
    c. Programming and integration for relocated flow transmitters
    d. Supply and Termination of Fiber Optic Cable
        i. PICS to provide the fiber optic cable as indicated in their scope of work, the plans and the specifications. The Electrical Subcontractor will install the conduit and pull the wire. PICS will be responsible for termination and testing of the installed cable and the supply and installation of the fiber termination panels.
7. Field Terminations – terminate all field wiring in all panels supplied.
8. The supplier will be responsible to fulfill the entire scope of work outlined in the contract documents in addition to the requirements set forth in the contract drawings and all addenda.
9. All panels and enclosures shall be built and supplied as described in the contract specifications.
10. Supplier will be responsible for all programming and interfacing required to provide a full functioning system at all different processes and structures.
11. Supplier shall provide coordination of operation for all motor actuated valves.
12. All electrical components shall be in accordance with Division 16 of the contract documents.
13. PICS will be responsible to provide all surge protection for all instruments, field devices, and panels as required in the contract drawings and specifications.

14. PICS shall provide all the appropriate labor as required to provide Wharton Smith Inc with a fully operational Instrumentation and Controls system.
15. PICS shall include all field service and supervision necessary including traveling and living expenses as required to complete the scope of work in multiple mobilizations
16. Provide all nameplates required.
17. Provide checkout and start-up assistance as required for complete installation of equipment as required by Owner.
18. This project is located at an operating Wastewater Treatment Facility accordingly any work performed by PICS shall not interfere with normal plant operations. Any coordination which must be done that may affect existing systems must be coordinated a minimum of sixty (60) days prior to the work activity. No exceptions shall be allowed.
19. It is the responsibility of PICS to ensure that the Instrumentation system is coordinated with the electrical system and drawings. Including coordination of contract documents concerning the availability of conduit and wire at all devices either requiring signals and/or power.
20. Supplier will be required to attend as many progress meetings as necessary to coordinate the scope work. OSHA and Wharton-Smith, Inc safety standards shall be followed at all times.
21. Implementation of equipment, testing, check-out, start-up and training is included in this scope of work. Careful review of all equipment (provided by others) submittals and coordination with electrical sub and manufacturer's representatives is in this scope of work. PICS is responsible for careful review and coordination of all "third party" electrical and process equipment signals into your furnished system.
22. All material and equipment shall be painted in accordance with Division 9 of the Contract Specifications.

SPECIAL NOTES

1. All deliveries shall be made between 8am-4pm M-F; all deliveries shall be escorted onto the site by Wharton-Smith, Inc. A 72 hour notice to Wharton Smith's Superintendent **Rafael Lopez (813-241-7624)** will be required prior to any deliveries.
2. Materials shall be released as required by the Wharton-Smith project team. No item shall be billed for until delivered onsite. Final billing shall reflect the actual quantities released.
3. Champion Controls shall comply with all Wharton Smith safety policies and procedures.
4. A pre-task coordination meeting is required prior to commencement of work onsite; the onsite supervisor is required to attend.
5. Champion Controls is required to notify Wharton Smith, in writing, if they intend on using subcontractors. A copy of any subcontractor insurance is required to be provided to Wharton Smith prior to them arriving onsite.

WARRANTY

1. The Instrumentation and Controls system is warranted against defects in material and workmanship for one (1) year from date of final acceptance by the Owner.

SPARE PARTS

1. Provide the following spare parts at a minimum for the Instrumentation and Control Systems:
   a. All spare parts as outlined in the applicable specification sections associated with this Scope of Work.
   b. Manufacturer recommended spare parts
2. Pack spare parts in a wooden box; label with the manufacturer's name and local representative's name, address, and telephone number; attach list of materials contained within.

SERVICES TO INCLUDE

1. Submittals:
    a. Operation and Maintenance manuals –Five (5) hard copies and One (1) electronic copy of preliminary and Five (5) hard copies and One (1) electronic copy of finals on CD-R properly labeled in cases.
    b. O&M manuals (preliminary) are due no later than thirty (30) days after review of the submittals but no later than equipment or material deliveries.
    c. Shop Drawings Technical etc. – Furnish one (1) PDF copy of appropriate shop drawings & technical data for approval as outlined in the Letter of Intent sent previously.
    d. Submit dimensional drawings, catalog data and detail drawings, electrical drawings, calculations, bill of materials, component data sheets, panel drawings and control diagrams, wiring diagrams, installation details, application software documentation, quality control submittals, test related submittals, and copies of all factory and performance tests as required by the specifications.
2. Supplier will be responsible for all requirements set forth in Division 1 and Division 16 for startup and manufacturer services.
3. Provide manufacturer's services at the jobsite as required for all manufacturer services including calibrations, performance testing, installation checkout, demonstration testing, startup services, programming, and training. Please note that multiple mobilizations will be required to properly startup and commission this scope package.
4. Provide a written certification from the equipment manufacturer that the equipment has been properly installed according to the plans, specifications, manufacturer's specifications, and that the equipment is operating normally.
5. Provide all factory testing as per the specifications.
6. Provide all shipment and storage requirements as per the specifications.
7. All materials must be submitted upon and approved prior to being sent to the jobsite, all non-approved items may be rejected and returned at the suppliers cost.
8. Submittals shall be submitted, fully reviewed, by the supplier/subcontractor. Each submittal shall include, up front, a copy of the specification section with each item clearly marked indicated full compliance with the specifications. Any deviations must be clearly marked and explained.
9. All deliveries shall be made between 8am-3pm M-F; all deliveries shall be escorted onto the site by Wharton-Smith, Inc. A 72 hour notice to Wharton Smith's Superintendent will be required prior to any deliveries.
10. Freight to the jobsite and environmental fees are included in this pricing.

SCHEDULE EXPECTATIONS

1. The PICS will be responsible to aid in the development of the final construction schedule. All durations and activities provided by the Supplier will be utilized in the final schedule and the Supplier will be held responsible to meet or exceed the times provided.
2. The Supplier will be responsible for all Contractor extended overhead, temporary facilities, and equipment charges for any delays caused on the critical path of the final Construction Schedule.

TECHNICAL QUALIFICATIONS STATEMENT

This purchase order is contingent upon approval of submittals by the Project Engineer in accordance with contract documents referenced here-in. Any work or fabrication performed without approved submittals will be at the sole risk of the supplier unless directed otherwise in writing.

PROCEED WITH SHOP DRAWINGS IMMEDIATELY.

ATTACHMENT "C"
DOCUMENT LIST

GENERAL

No.	Title	Issue Date	Rev. Date
G-01	Cover		
G-02	Site Map, Index of Drawings		
G-03	General Notes		
G-04	Abbreviations and Symbol Legend		

ADDENDUM

No.	Title	Issue Date	Rev. Date
ADDENDUM NO. 1	Addendum No. 1		
ADDENDUM NO. 2	Addendum No. 2		
ADDENDUM NO. 3	Addendum NO. 3		
ADDENDUM NO. 4	Addendum No. 4		
ADDENDUM NO. 5	Addendum No. 5		

ELECTRICAL

No.	Title	Issue Date	Rev. Date
E-01	Electrical Demolition Plan		
E-02	Proposed Electrical Work		
E-03	Notes, Panel Schedule, Load Calculations		

MECHANICAL

No.	Title	Issue Date	Rev. Date
M-01	Existing Blower Conditions		
M-02	Proposed Blower Layout		
M-03	Details		
M-04	Blower Installation Phase 1		
M-05	Blower Installation Phase 2		
M-06	Blower Installation Phase 3		
M-07	Blower Room Ventilation		

PROCESS&INSTRUMENTATION

No.	Title	Issue Date	Rev. Date
PID-01	Process & Instrumentation Legend		
PID-02	Process & Instrumentation Diagrams		

SIGNALIZATION

No.	Title	Issue Date	Rev. Date
12000	Blowers & Accessories		

GENERAL REQUIREMENTS

Div. No.	Spec No.	Title	Issue Date	Rev. Date
DIV 01	01270	Measurement and Payment		
DIV 01	01300	Submittals		
DIV 01	01310	Administrative Requirements		
DIV 01	01315	Preconstruction Video		
DIV 01	01320	Progress Schedule		
DIV 01	01400	Quality Control		
DIV 01	01410	Regulatory Requirements		
DIV 01	01420	References		

ATTACHMENT "C"
DOCUMENT LIST

GENERAL REQUIREMENTS

Div. No.	Spec No.	Title	Issue Date	Rev. Date
DIV 01	01500	Temporary Facilities and Controls		
DIV 01	01505	Mobilization		
DIV 01	01630	Product Selection & Substitution		
DIV 01	01750	Contract Closeout		

SITE CONSTRUCTION

Div. No.	Spec No.	Title	Issue Date	Rev. Date
DIV 02	02110	Site Clearing & Preparation		
DIV 02	02220	Site Preparation		
DIV 02	02315	Excavation, Trenching & Backfill		
DIV 02	02370	Erosion & Sedimentation Control		
DIV 02	02600	Piping		
DIV 02	02610	Fittings		
DIV 02	02614	Ductile Iron Pipe		
DIV 02	02616	PVC Pipe		
DIV 02	02618	Steel & Alloy Pipe		
DIV 02	02620	Pipe Insulation		
DIV 02	02740	Pipe Hangers, Supports & Sleeves		
DIV 02	02800	Valves		

CONCRETE

Div. No.	Spec No.	Title	Issue Date	Rev. Date
DIV 03	03200	Concrete Reinforcement		
DIV 03	03300	Concrete		

METALS

Div. No.	Spec No.	Title	Issue Date	Rev. Date
DIV 05	05120	Structural & Misc Metals		
DIV 05	05500	Metal Fabrications		

FINISHES

Div. No.	Spec No.	Title	Issue Date	Rev. Date
DIV 09	09900	Protective Coatings		

SPECIAL CONSTRUCTION

Div. No.	Spec No.	Title	Issue Date	Rev. Date
DIV 13	13400	Instrumentation & Control		

CONVEYING SYSTEMS

Div. No.	Spec No.	Title	Issue Date	Rev. Date
DIV 14	14000	Exhaust Fans		

ELECTRICAL

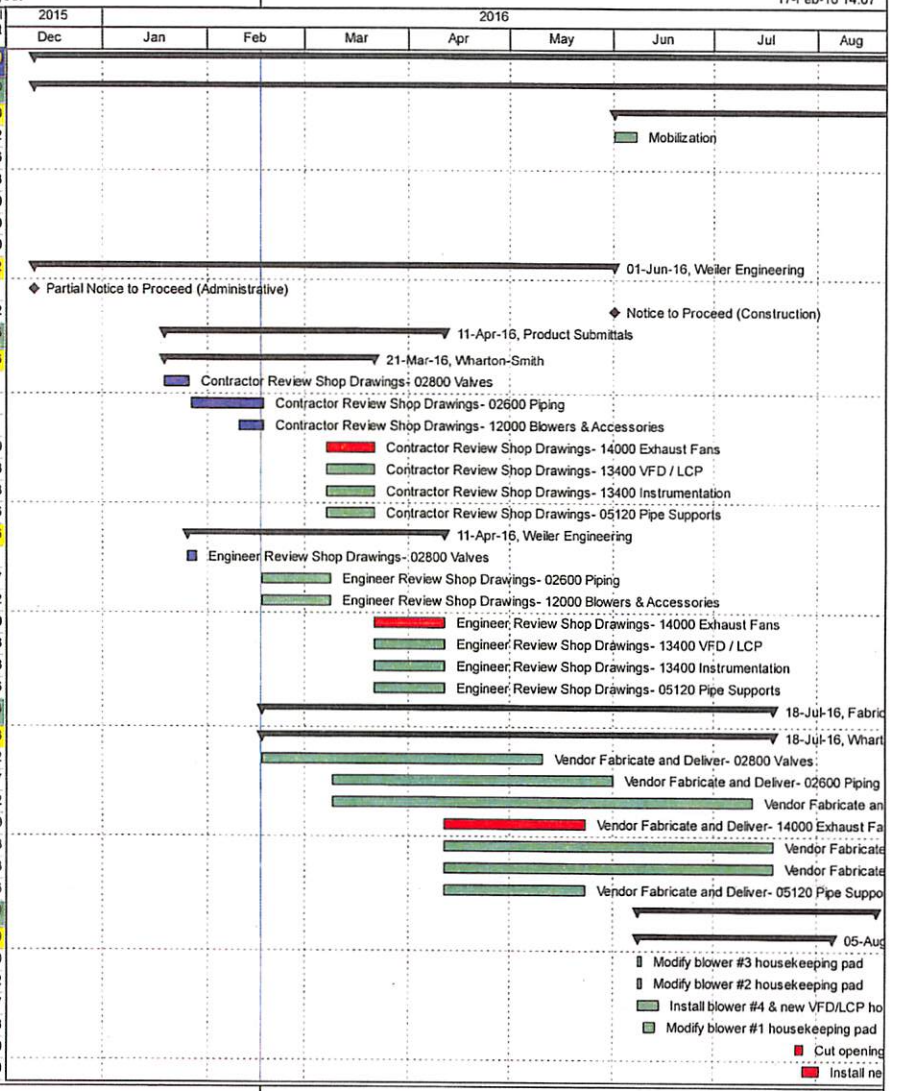
Div. No.	Spec No.	Title	Issue Date	Rev. Date
DIV 16	16000	Electrical General Provisions		

ATTACHMENT "D"
PROJECT SCHEDULE

1. **Attachment "D" Project Schedule is included with this Purchase Order.**

KLWTD WTP Blower Upgrades-1 | Classic Schedule Layout | 17-Feb-16 14:07

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float
KLWTD WTP Blower Upgrades-1		298	232	0%	11-Dec-15 A	05-Jan-17	0
General Conditions		298	157	0%	11-Dec-15 A	05-Jan-17	0
Wharton-Smith		157	157	0%	01-Jun-16	05-Jan-17	0
A1010	Mobilization	5	5	0%	01-Jun-16	07-Jun-16	32
A1050	Partial Utilization- SBR 3	0	0	0%		07-Sep-16	56
A1060	Partial Utilization- SBR 2	0	0	0%		17-Oct-16	28
A1030	Substantial Completion	0	0	0%		24-Nov-16	0
A1070	Partial Utilization- SBR 1	0	0	0%		24-Nov-16	0
A1040	Final Completion	0	0	0%		05-Jan-17	0
Weiler Engineering		141	0	0%	11-Dec-15 A	01-Jun-16	32
A1000	Partial Notice to Proceed (Administrative)	0	0	100%	11-Dec-15 A		
A1020	Notice to Proceed (Construction)	0	0	0%	01-Jun-16		32
Product Submittals		82	39	0%	19-Jan-16 A	11-Apr-16	56
Wharton-Smith		61	10	0%	19-Jan-16 A	21-Mar-16	56
A2010	Contractor Review Shop Drawings- 02800 Valves	10	0	100%	19-Jan-16 A	26-Jan-16 A	
A2000	Contractor Review Shop Drawings- 02600 Piping	10	0	100%	27-Jan-16 A	17-Feb-16 A	
A2030	Contractor Review Shop Drawings- 12000 Blowers & Accessori	5	0	100%	10-Feb-16 A	17-Feb-16 A	
A2040	Contractor Review Shop Drawings- 14000 Exhaust Fans	10	10	0%	07-Mar-16	21-Mar-16	0
A2050	Contractor Review Shop Drawings- 13400 VFD / LCP	10	10	0%	07-Mar-16	21-Mar-16	3
A2060	Contractor Review Shop Drawings- 13400 Instrumentation	10	10	0%	07-Mar-16	21-Mar-16	3
A2015	Contractor Review Shop Drawings- 05120 Pipe Supports	10	10	0%	07-Mar-16	21-Mar-16	56
Weiler Engineering		82	39	0%	26-Jan-16 A	11-Apr-16	56
A3010	Engineer Review Shop Drawings- 02800 Valves	15	0	100%	26-Jan-16 A	28-Jan-16 A	
A3000	Engineer Review Shop Drawings- 02600 Piping	15	15	0%	17-Feb-16 A	08-Mar-16	37
A3040	Engineer Review Shop Drawings- 12000 Blowers & Accessories	15	15	100%	17-Feb-16 A	08-Mar-16	32
A3050	Engineer Review Shop Drawings- 14000 Exhaust Fans	15	15	0%	21-Mar-16	11-Apr-16	0
A3060	Engineer Review Shop Drawings- 13400 VFD / LCP	15	15	0%	21-Mar-16	11-Apr-16	3
A3070	Engineer Review Shop Drawings- 13400 Instrumentation	15	15	0%	21-Mar-16	11-Apr-16	3
A3020	Engineer Review Shop Drawings- 05120 Pipe Supports	15	15	0%	21-Mar-16	11-Apr-16	56
Fabricate & Deliver		109	109	0%	17-Feb-16	18-Jul-16	28
Wharton-Smith		109	109	0%	17-Feb-16	18-Jul-16	28
A4010	Vendor Fabricate and Deliver- 02800 Valves	60	60	0%	17-Feb-16	10-May-16	52
A4000	Vendor Fabricate and Deliver- 02600 Piping	60	60	0%	09-Mar-16	31-May-16	37
A4040	Vendor Fabricate and Deliver- 12000 Blowers & Accessories	90	90	0%	09-Mar-16	12-Jul-16	32
A4050	Vendor Fabricate and Deliver- 14000 Exhaust Fans	30	30	0%	11-Apr-16	23-May-16	0
A4060	Vendor Fabricate and Deliver- 13400 VFD / LCP	70	70	0%	11-Apr-16	18-Jul-16	3
A4070	Vendor Fabricate and Deliver- 13400 Instrumentation	70	70	0%	11-Apr-16	18-Jul-16	3
A4020	Vendor Fabricate and Deliver- 05120 Pipe Supports	30	30	0%	11-Apr-16	23-May-16	56
Blower Room Prep		52	52	0%	08-Jun-16	18-Aug-16	50
Wharton-Smith		43	43	0%	08-Jun-16	05-Aug-16	59
M1025	Modify blower #3 housekeeping pad	2	2	0%	08-Jun-16	09-Jun-16	40
M1015	Modify blower #2 housekeeping pad	2	2	0%	08-Jun-16	09-Jun-16	72
M1045	Install blower #4 & new VFD/LCP housekeeping pads	5	5	0%	08-Jun-16	14-Jun-16	37
M1016	Modify blower #1 housekeeping pad	2	2	0%	10-Jun-16	13-Jun-16	98
M1000	Cut opening in CMU block	2	2	0%	25-Jul-16	27-Jul-16	0
M1010	Install new exhaust fan/louver combination	3	3	0%	27-Jul-16	01-Aug-16	0



Actual Work | Critical Remaining Work | Summary | Remaining Work | Milestone

TASK filter: All Activities

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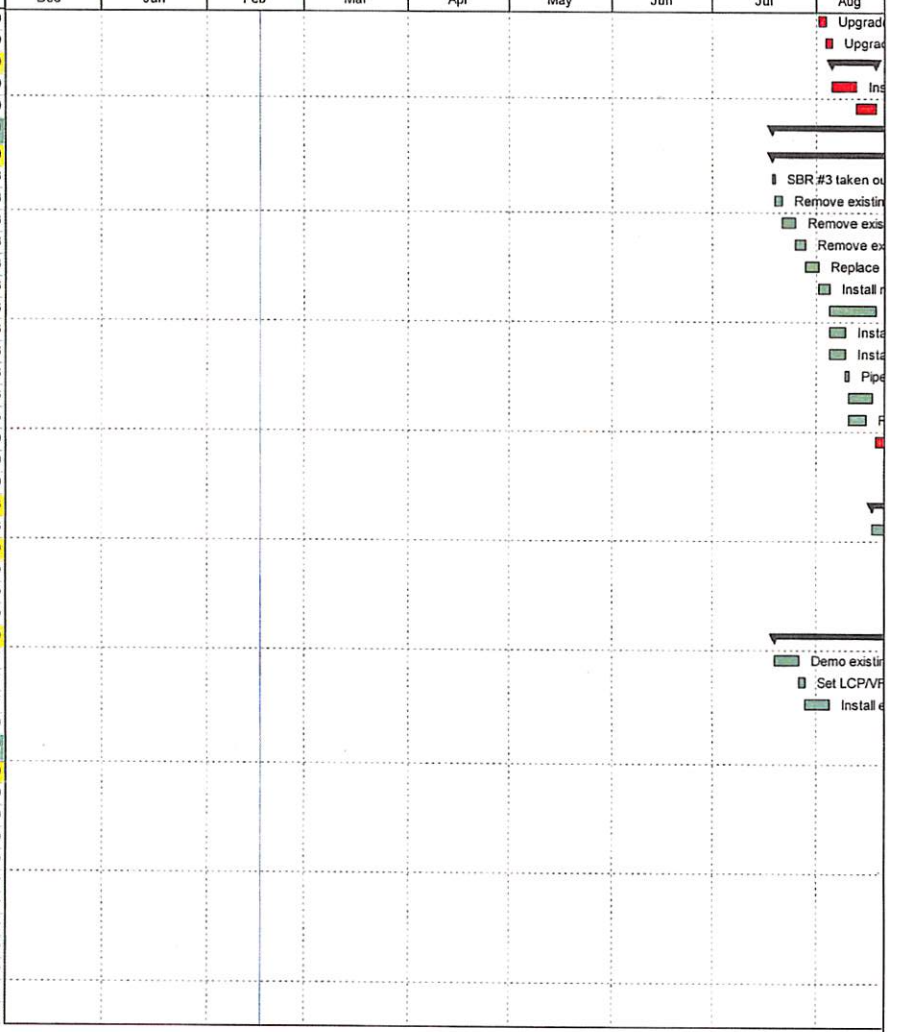
KLWTD WTP Blower Upgrades-1 | Classic Schedule Layout | 17-Feb-16 14.07

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float
M1020	Upgrade existing exhaust fan #2	2	2	0%	01-Aug-16	03-Aug-16	0
M1030	Upgrade existing exhaust fan #3	2	2	0%	03-Aug-16	05-Aug-16	0
Benson Electric		9	9	0%	05-Aug-16	18-Aug-16	0
M1005	Install electrical to exhaust fans	5	5	0%	05-Aug-16	12-Aug-16	0
M1050	Install conduit for relocated flow transmitters	4	4	0%	12-Aug-16	18-Aug-16	0
Phase 1		37	37	0%	18-Jul-16	07-Sep-16	0
Wharton-Smith		37	37	0%	18-Jul-16	07-Sep-16	0
P1000	SBR #3 taken out of service	1	1	0%	18-Jul-16	19-Jul-16	3
P1001	Remove existing wall louver for blower #3	2	2	0%	19-Jul-16	21-Jul-16	3
P1010	Remove existing blower #3	2	2	0%	21-Jul-16	25-Jul-16	3
P1020	Remove existing SBR #3 piping	3	3	0%	25-Jul-16	28-Jul-16	3
P1021	Replace 20" main header isolation valve	2	2	0%	28-Jul-16	01-Aug-16	3
P1030	Install new blower #3 & #4	3	3	0%	01-Aug-16	04-Aug-16	3
P1040	Install new SBR #3 piping	10	10	0%	04-Aug-16	18-Aug-16	3
P1050	Install SBR #3 valves	3	3	0%	04-Aug-16	09-Aug-16	3
P1045	Install pipe supports for SBR #3 piping	3	3	0%	04-Aug-16	09-Aug-16	3
P1061	Pipe pressure testing	1	1	0%	09-Aug-16	10-Aug-16	3
P1060	Install instrumentation on SBR #3 piping	5	5	0%	10-Aug-16	17-Aug-16	3
P1051	Reinstall wall lover for blower #3	3	3	0%	10-Aug-16	15-Aug-16	3
P1080	Relocate flow transmitter for SBR #3	2	2	0%	18-Aug-16	22-Aug-16	0
P1090	Perform Blower Funcitional Test	2	2	0%	29-Aug-16	31-Aug-16	0
P1130	Commission SBR #3 with blowers #3 & #4	0	0	0%		07-Sep-16	0
Indian River Insulation		5	5	0%	17-Aug-16	24-Aug-16	3
P1070	Install insulation on SBR #3 piping	5	5	0%	17-Aug-16	24-Aug-16	3
Champion Controls		5	5	0%	31-Aug-16	07-Sep-16	0
P1100	Perform VFD/LCP Functional Test	1	1	0%	31-Aug-16	01-Sep-16	0
P1120	SCADA modifications	3	3	0%	01-Sep-16	06-Sep-16	0
P1110	Perform Loop Checks	1	1	0%	06-Sep-16	07-Sep-16	0
Benson Electric		29	29	0%	19-Jul-16	29-Aug-16	0
P1022	Demo existing electrical to blower #3	5	5	0%	19-Jul-16	26-Jul-16	17
P1031	Set LCP/VFD panel	2	2	0%	26-Jul-16	28-Jul-16	17
P1033	Install electric for blower #4	5	5	0%	28-Jul-16	04-Aug-16	17
P1032	Install electric for blower #3	5	5	0%	22-Aug-16	29-Aug-16	0
Phase 2		26	28	0%	07-Sep-16	17-Oct-16	0
Wharton-Smith		28	28	0%	07-Sep-16	17-Oct-16	0
P2050	SBR #2 out of service	1	1	0%	07-Sep-16	08-Sep-16	0
P2000	Remove existing wall louver for blower #2	2	2	0%	08-Sep-16	12-Sep-16	0
P2020	Remove existing blower #2	2	2	0%	12-Sep-16	14-Sep-16	0
P2030	Remove existing SBR #2 piping	3	3	0%	14-Sep-16	19-Sep-16	0
P2070	Install new blower #2	2	2	0%	19-Sep-16	21-Sep-16	0
P2080	Install new SBR #2 piping	7	7	0%	21-Sep-16	30-Sep-16	0
P2090	Install SBR #2 valves	3	3	0%	21-Sep-16	26-Sep-16	0
P2100	Install pipe supports for SBR #2 piping	2	2	0%	21-Sep-16	23-Sep-16	0
P2110	Pipe pressure testing	1	1	0%	23-Sep-16	26-Sep-16	0
P2120	Install instrumentation on SBR #2 piping	5	5	0%	26-Sep-16	03-Oct-16	0
P2130	Reinstall wall lover for blower #2	3	3	0%	26-Sep-16	29-Sep-16	0



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

TASK filter: All Activities

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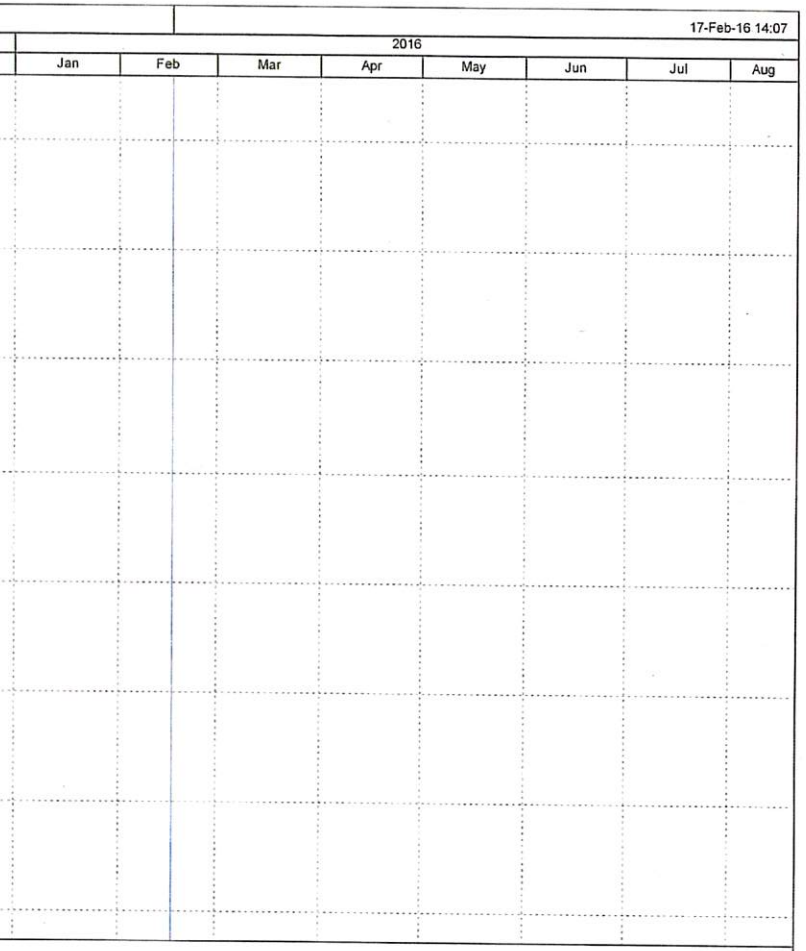
Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float
P2140	Relocate flow transmitter for SBR #2	2	2	0%	29-Sep-16	03-Oct-16	0
P2170	Perform Blower Funcitional Test	1	1	0%	10-Oct-16	11-Oct-16	0
P2210	Commission SBR #2 with blowers #2 & #4	0	0	0%		17-Oct-16	0
Indian River Insulation		5	5	0%	03-Oct-16	10-Oct-16	0
P2150	Install insulation on SBR #2 piping	5	5	0%	03-Oct-16	10-Oct-16	0
Champion Controls		4	4	0%	11-Oct-16	17-Oct-16	0
P2180	Perform VFD/LCP Functional Test	1	1	0%	11-Oct-16	12-Oct-16	0
P2190	SCADA modifications	2	2	0%	12-Oct-16	14-Oct-16	0
P2200	Perform Loop Checks	1	1	0%	14-Oct-16	17-Oct-16	0
Benson Electric		22	22	0%	08-Sep-16	10-Oct-16	0
P2010	Demo existing electrical to blower #2	5	5	0%	08-Sep-16	15-Sep-16	10
P2040	Set LCP/VFD panel	2	2	0%	15-Sep-16	19-Sep-16	10
P2160	Install electric for blower #2	5	5	0%	03-Oct-16	10-Oct-16	0
Phase 3		28	28	0%	17-Oct-16	24-Nov-16	0
Wharton-Smith		28	28	0%	17-Oct-16	24-Nov-16	0
P3050	SBR #1 out of service	1	1	0%	17-Oct-16	18-Oct-16	0
P3000	Remove existing wall louver for blower #1	2	2	0%	18-Oct-16	20-Oct-16	0
P3020	Remove existing blower #1	2	2	0%	20-Oct-16	24-Oct-16	0
P3030	Remove existing SBR #1 piping	3	3	0%	24-Oct-16	27-Oct-16	0
P3070	Install new blower #1	2	2	0%	27-Oct-16	31-Oct-16	0
P3080	Install new SBR #1 piping	7	7	0%	31-Oct-16	09-Nov-16	0
P3090	Install SBR #1 valves	3	3	0%	31-Oct-16	03-Nov-16	0
P3100	Install pipe supports for SBR #1 piping	2	2	0%	31-Oct-16	02-Nov-16	0
P3110	Pipe pressure testing	1	1	0%	02-Nov-16	03-Nov-16	0
P3120	Install instrumentation on SBR #1 piping	5	5	0%	03-Nov-16	10-Nov-16	0
P3130	Reinstall wall lover for blower #1	3	3	0%	03-Nov-16	08-Nov-16	0
P3140	Relocate flow transmitter for SBR #1	2	2	0%	08-Nov-16	10-Nov-16	0
P3150	Install insulation on SBR #1 piping	5	5	0%	10-Nov-16	17-Nov-16	0
P3170	Perform Blower Funcitional Test	1	1	0%	17-Nov-16	18-Nov-16	0
P3210	Commission SBR #1 with blowers #1 & #4	0	0	0%		24-Nov-16	0
Champion Controls		4	4	0%	18-Nov-16	24-Nov-16	0
P3180	Perform VFD/LCP Functional Test	1	1	0%	18-Nov-16	21-Nov-16	0
P3190	SCADA modifications	2	2	0%	21-Nov-16	23-Nov-16	0
P3200	Perform Loop Checks	1	1	0%	23-Nov-16	24-Nov-16	0
Benson Electric		22	22	0%	18-Oct-16	17-Nov-16	0
P3010	Demo existing electrical to blower #1	5	5	0%	18-Oct-16	25-Oct-16	10
P3040	Set LCP/VFD panel	2	2	0%	25-Oct-16	27-Oct-16	10
P3160	Install electric for blower #1	5	5	0%	10-Nov-16	17-Nov-16	0
No WBS		0	0	0%			0



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

TASK filter: All Activities

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Purchase Order

Number: 15-499622

01/05/2016

Required Date:	09/08/2015
Ordered By:	
Ship Via:	USPS
Terms:	Vendor Terms

VENDOR

10090
Wharton- Smith, Inc.
750 County Road 15
Lake Monroe, FL 32747

Ship To:
KEY LARGO WASTEWATER
98880 OVERSEAS HWY
Key Largo, FL 33037

Billing Address:
PO Box 491
Key Largo, FL 33037

PO Description: KLWTD WWTP BLower Upgrades

Quantity	Units	Description	Unit Price	Amount
1		KLWTD WWTP Blower Upgrades	1,099,110.00	1,099,110.00
			Total:	$1,099,110.00

Approved By _____ Date _____

Change Order

Purchase Order No 15-499622

Purchase Order Date 01/05/2016
Required Date 09/08/2015
Ordered By lauraw

Ship Via
Terms Vendor Terms

Vendor 10090
Address Wharton- Smith, Inc.
750 County Road 15
Lake Monroe, FL 32747

Ship To
Shipping Code DO
Contact KEY LARGO WASTEWATER
Address 98880 OVERSEAS HWY

Key Largo, FL 33037

PO Description KLWTD WWTP Blower Upgrades

Date	Description
02/01/2016	Changed PO 'amount' from '1,681,110.00' to '1,099,110.00'.
02/01/2016	Changed PO 'internalNotes' from '<Empty>' to 'Direct Purchaser of Blowers from Aerzen USA (PO #16-499680) resulting in a decrease to Wharton-Smith contract ($582,000.00). LW'.
02/01/2016	Changed detail 'unitPrice' from '1,681,110.00' to '1,099,110.00'.
02/01/2016	Changed detail 'total' from '1,681,110.00' to '1,099,110.00'.
02/01/2016	Changed dist 'amount' from '1,681,110.00' to '1,099,110.00'.
02/01/2016	Changed dist 'overbudget' from 'Y' to 'N'.
02/02/2016	Changed PO 'poStatus' from '0' to '1'.
02/02/2016	Changed PO 'amountRelieved' from '0.00' to '20,520.00'.
02/02/2016	Changed detail 'description' from 'Blower Ugrades' to 'KLWTD WWTP Blower Upgrades'.
02/02/2016	Changed dist 'amountRelieved' from '0.00' to '20,520.00'.
02/26/2016	Changed PO 'amount' from '1,099,110.00' to '759,110.00'.
02/26/2016	Changed PO 'description' from 'KLWTD WWTP BLower Upgrades' to 'KLWTD WWTP Blower Upgrades'.
02/26/2016	Changed detail 'unitPrice' from '1,099,110.00' to '759,110.00'.
02/26/2016	Changed detail 'total' from '1,099,110.00' to '759,110.00'.
02/26/2016	Changed dist 'amount' from '1,099,110.00' to '759,110.00'.
02/26/2016	Changed dist 'overbudget' from 'N' to 'Y'.
03/02/2016	Changed PO 'internalNotes' from 'Direct Purchaser of Blowers from Aerzen USA (PO #16-499680) resulting in a decrease to Wharton-Smith contract ($582,000.00). LW' to 'Direct Purchaser of Blowers from Aerzen USA (PO #16-499680) resulting in a decrease to Wharton-Smith contract ($582,000.00). LW Change Order due to direct purchase from Champion Controls in the amount of $340,000.00 to be approved by Board on 3/1/16 meeting.JW'.
03/02/2016	Changed PO 'internalNotes' from 'Direct Purchaser of Blowers from Aerzen USA (PO #16-499680) resulting in a decrease to Wharton-Smith contract ($582,000.00). LW Change Order due to direct purchase from Champion Controls in the amount of $340,000.00 to be approved by Board on 3/1/16 meeting.JW' to 'Direct Purchaser of Blowers from Aerzen USA (PO #16-499680) resulting in a decrease to Wharton-Smith contract ($582,000.00). LW'.
03/02/2016	Changed PO 'internalNotes' from 'Direct Purchaser of Blowers from Aerzen USA (PO #16-499680) resulting in a decrease to Wharton-Smith contract ($582,000.00). LW' to 'Direct Purchaser of Blowers from Aerzen USA (PO #16-499680) resulting in a decrease to Wharton-Smith contract ($582,000.00). LW Change Order due to direct purchase from Champion Controls in the amount of $340,000.00 to be approved by Board on 3/1/16 meeting.JW'.

Approved By _____ **Date** _____

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

Meeting Date: March 1, 2016

Agenda Item Number: K-1

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Discussion

Department: Admin /Customer Service

Sponsor: Rob Bulkiewicz

Subject:

Administration Building Update

Summary of Discussion:

Verbal update on the construction of the Administration Building at 103355 Overseas Hwy.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 0.00	
Administration:	RS		
Finance:	_____	Funding Source:	
District Counsel:	_____		
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 2/26/2016

General Manager

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

Meeting Date: March 1, 2016

Agenda Item Number: K-2

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Approval

Department: Admin / Customer Service

Sponsor: Rob Bulkiewicz

Subject:

Vogt-Spear, Corp. Change Order No.2 for Headquarters Building Remodel

Summary of Discussion:

Staff will present change order No.2 for the Headquarters Building Remodel project. The proposed changes include additional required network connections, resurface and texture the front sidewalk, addition of high efficiency lighting in one office and a framing and electric adjustment on the customer service desk. The proposed change in contract time is 8 days.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 10,579.63	1. Vogt-Spear, Corp. Change Order No.2
Administration:	RS	Expense	
Finance:	_____	Funding Source:	
District Counsel:	[signature]	Rate Revenue	
District Clerk:	_____	Budgeted:	
Engineering:	_____	No	

Approved By: [signature] **Date:** 2/26/2016

General Manager

SECTION 00950

CHANGE ORDER FORM

CONTRACTOR ("Contractor"): **Vogt-Spear, Corp.** 993853 Overseas Hwy #11 Key Largo, FL 33037	CHANGE ORDER No. **2** PROJECT TITLE: Headquarters Building Remodel
OWNER : **Key Largo Wastewater Treatment District** 98880 Overseas Hwy Key Largo, FL 33037	ARCHITECT: **Dave Boerner,** 136 Plantation Drive Tavernier, FL 33070
DATE OF ISSUE: February 25,2015	EFFECTIVE DATE: February 25, 2016, contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.

Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as:

1) Furnishing of additional Cat6 Cable more than 350MHS isoltated plenum

2) Furnishing of additional Cat5E cooper 10

3) Installation of wiring for a total of 7 new drops

4) Resurface exterior sidewalk in front of building

5) Patch and repair sidewalk in front of building

6) Spray and apply texture to sidewalk

7) Apply broom finish to sidewalk

8) Change lights in GM office to match board room LED light fixtures

9) Reframe customer service desk

10) Move electrical in customer service desk

11) Furnish and install header on GM's ceiling

Reason for Change: Owner request

Work to be Performed is more specifically described as (add additional sheets if necessary):

Attachments: (*List documents supporting change and justifying cost and time)*

Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order

Increase (decrease) in Contract Price: $10,579.63	**Increase (decrease) in Contract Time (Calendar days): 7 Days**

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.

This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim

of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.

Original Contract Price: $283,500.00	**Original Contract Time: 105 Days (calendar days or dates)**

SUMMARY OF CHANGE ORDERS

C-O NO.	Description of Change	Change in Contract Price	Change in Contract Time
1	Revised Window, Added Water Line, Wall Removal	$ 5,021.00	7 Days
2	Additional cable runs, sidewalk resurfacing & texture, Reframe customer service desk. Add header to GM	$ 10,579.63	7 Days
3		$	Days
4		$	Days
5		$	Days
6		$	Days
TOTAL OF ALL PRIOR CHANGES		**$ 15,600.63**	**14 Days**
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		**$ 283,500.00**	**105 Days**
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		**$ 299,100.63**	**119 Days**

Original Contract Substantial Completion Date: March 15, 2016	**New Contract Substantial Completion Date: March 29, 2016**

APPROVAL AND CHANGE ORDER AUTHORIZATION

Contractor: **Vogt-Spear, Corp.**	Owner: **Key Largo Wastewater Treatment District**
_____ By (Signature)	_____ By (Signature)
Christopher Vogt, Owner/President (Printed Name and Title of Officer)	Paul Christian, General Manager (Printed Name and Title of Officer)
(Date)_____	(Date)_____
ATTEST:	ATTEST:
_____ (Secretary)	_____ Katherine Jackson, District Clerk
(Corporate Seal)	(Seal)

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

Meeting Date: March 1, 2016

Agenda Item Number: K-3

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Approval

Department: Admin / Customer Service

Sponsor: Rob Bulkiewicz

Subject:

ESRI 3 Year Contract Renewal

Summary of Discussion:

Staff will present the 3 year ESRI Renewal Agreement.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

$ 30,000.00

Expense

Funding Source:

Rate Revenue

Budgeted:

No

Attachments

1. ESRI Renewal Agreement
2. Exhibit "A"
3. Purchase Requisition No. 16-499692

Approved By: _____ **Date:** 2/26/2016

General Manager

Key Largo Wastewater Treatment District
98880 Overseas Highway, Key Largo, FL 33037
Post Office Box 491, Key Largo, FL 33037
Phone (305) 451-4019 • Fax (305) 453-5807 • www.klwtd.com

Job No:

◉ This Contract is a "Small Project" Contract as defined in the KLWTD Procurement Policy and does not exceed $10,000
○ This Contract exceeds $10,000 and requires final acceptance of the District's Board of Commissioners.
○ This Contract qualifies as an Emergency Contract as defined in the KLWTD Procurement Policy and exceeds $10,000. A memorandum of explanation must be attached.

AGREEMENT

THIS AGREEMENT is made this __ day of _____, 20 16, by and between the following parties:

PARTIES:

The **Key Largo Wastewater Treatment District** (hereinafter the "**District**" or "**KLWTD**"), whose address is: PO Box 491, Key Largo, FL 33037, and

Name of Contractor: Environmental Systems Research Institute, Inc.

Whose address is: 3325 Springbank Ln, Ste 200,
Charlotte, NC 28226-3343

(hereafter called the "**Contractor**" or "**ESRI**").

STATEMENT OF WORK TO BE PERFORMED:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor agrees to perform the following work:

In accordance with this Agreement, along with the Small Utility Enterprise License Agreement (SUELA) and other documents attached hereto as Exhibit "A", ESRI grants and agrees to provide KLWTD unlimited access to ESRI term license software, including maintenance, for the term of the Agreement.

This is a three-year continuation of KLWTD-ESRI SUELA contract #2013SUE1392, which runs until and expires on 04/12/16. This continuation agreement runs until and expires on 4/12/19. Total all-inclusive consideration, to be paid by KLWTD to ESRI in accordance with paragraph below, is Thirty Thousand ($30,000.00) Dollars.

◉ Select if Contractor's work is detailed in a Statement of Work attached hereto as Exhibit "A," which is incorporated herein by express reference.

○ Select if no exhibits are attached

CONSIDERATION:

For and in consideration of the work to be performed by the Contractor, the District agrees to pay the Contractor the following sums at the following times or under the following conditions:

Total Amount to be paid to Contractor: $ 30,000.00

When payment is to be made (date and/or conditions of payment):

◉ Payment is to be made under the following schedule and conditions:

$10,000.00 on or before 4/12/2016 representing payment for 4/13/16 to 4/12/17.
$10,000.00 on or before 4/12/2017 representing payment for 4/13/17 to 4/12/18.
$10,000.00 on or before 4/12/2018 representing payment for 4/13/18 to 4/12/19.

○ Select if payment is to be made upon satisfactory completion of work due under this Agreement.

INDEPENDENT CONTRACTOR:

The Contractor shall perform any and all work due under this Agreement as an independent entity. It is explicitly understood and agreed that the Contractor, its employees, agents, and representatives are not employees of the District. No part of this Agreement shall be construed to represent the creation of an employer/employee relationship. Contractor expressly represents and warrants that it will comply with all federal and state employment laws with any and all of Contractor's employees working under this Agreement.

AUTHORITY TO CONTRACT AND SUBCONTRACT:

The Contractor shall have no authority to incur any obligations or liabilities on behalf of the District. The Contractor shall not represent to any party, or parties, that it possesses any authority in regards to this Agreement that it does not actually have. The Contractor shall not enter into any subcontracts for any of the work scheduled under this Agreement, other than those described herein without obtaining prior written approval from the District. Should the Contractor obtain prior written approval to enter into a subcontract with a qualified provider of services, the Subcontractor shall acknowledge the binding nature of this Agreement and incorporate this Agreement, with attachments, into any subcontract entered. Should a subcontract be used, the Contractor hereby agrees to indemnify District for any and all acts of its subcontractor, and from any and all liabilities, claims, causes of action, or controversies brought by any party on account of any acts or omissions of subcontractor. The Contractor further agrees to be solely responsible to the District for the performance of any Subcontractor hired by Contractor to complete any work associated in any way with this Agreement.

TERMINATION:

This Agreement may be terminated by mutual consent of both parties in writing and delivered by certified mail or in person. Upon delivery of written notice to the Contractor, the District may immediately terminate the whole or any part of this Agreement if:

a. The Contractor fails to provide services called for by this Agreement within the time specified herein, or any extension thereof; or

b. The Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the District, fails to correct such failures within ten (10) days or such longer period as the District may authorize.

The rights and remedies of the District provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any such termination of this Agreement, other than from breach of contract, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Should the District terminate this Agreement because the Contractor has breached it, then at the District's option, the Contractor shall immediately reimburse the District the amount of all money the District granted the Contractor under this Agreement as reasonable liquidated damages to cover the District's costs in completing performance due under this Agreement.

DISTRICT'S AUTHORIZED OFFICERS:

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

The District's General Manager, is the only person authorized to approve changes in any of the requirements under this Agreement.

COMPLIANCE WITH LAW:

The Contractor shall comply with all federal, state, and local laws, ordinances and codes applicable to the work due under this Agreement.

INDEMNITY AND INSURANCE:

The Contractor shall save and hold harmless the Key Largo Wastewater Treatment District, its officers, agents, and employees, from any and all claims, suits, or actions of whatsoever nature from any party resulting from or arising out of any of the activities of the Contractor or its subcontractors, agents, or employees under this Agreement.

NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed by ordinary mail, postage prepaid, to the parties at their respective places of business as previously set forth, or at a place designated hereafter in writing by the parties.

WAIVER:

The failure of the District to require performance of any provision shall not affect the District's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ENTIRE UNDERSTANDING:

This agreement, along with any exhibits attached hereto, represents the entire understanding between the parties; and any representations, inducements, promises, or agreements, oral or otherwise, entered into prior to the execution of this Agreement are null and void and will not alter the conditions set forth herein. This Agreement may only be amended by an instrument in writing, duly executed by the parties.

APPLICABLE LAW AND FORUM SELECTION:

This agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County, Florida. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

KEY LARGO WASTEWATER TREATMENT DISTRICT:	Environmental Systems Research Institute
By:_____	By: _____
Paul Christian, General Manager	_____ (Print Name and Title)
Date: _____	Date: _____

Approved as to form and legal sufficiency.

By: _____

Ray Giglio, General Counsel

Date: _____

January 19, 2016

Ms. Ashley Schorsch
Key Largo Wastewater Treatment District
98880 Overseas Hwy
Key Largo, FL 33037

Dear Ashley,

The Esri Small Utility Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Utility ELA terms and conditions.
- Licenses are valid for the term of the ELA.

The terms and conditions in this Small Utility ELA offer are for utilities with a total meter/subscriber count which falls under the applicable tier in the Esri ELA Small Utility Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter/subscriber count does not fall within this range, please confirm your current meter/subscriber count, and Esri will provide a revised quotation.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SU-ELA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Robyn Garrett
rgarrett@esri.com
704-541-9810 *1-8640

Quotation # 20481422

Date: January 19, 2016

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
Phone: (704) 541-9810 Fax: (704) 541-7620
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 01/19/2016 To: 04/18/2016

Customer # 365910 Contract #

Key Largo Wastewater Treatment District
98880 Overseas Hwy
Key Largo, FL 33037

ATTENTION: Ashley Schorsch
PHONE: (305) 807-1205
FAX: (866) 291-5960

Material	Qty	Description	Unit Price	Total
114749	1	Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement 2016 payment	10,000.00	10,000.00
114749	1	Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement 2017 payment	10,000.00	10,000.00
114749	1	Meter Counts of 0 to 10,000 Small Utility Term Enterprise License Agreement 2018 payment	10,000.00	10,000.00

Item Total:	30,000.00
Subtotal:	30,000.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$30,000.00

This quote is to continue the SUELA contract #2013SUE1392 for another 3 years.

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
116997	1	Small Enterprise License Agreement Training Package at ESRI Site 21 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 7 Days per Annum Instructor Led Training	3,500.00	3,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Robyn Garrett **Email:** rgarrett@esri.com **Phone:** (704) 541-9810 x8640

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

GARRETTR

This offer is limited to the terms and conditions incorporated and attached herein.

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE LICENSE AGREEMENT
SMALL UTILITY
(E215-1)

This Agreement is by and between the organization identified in the Quotation (**"Licensee"**) and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions
ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions
ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities
One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription
One (1) Portal for ArcGIS Subscription

OTHER BENEFITS

One (1) ArcGIS Online Subscription with specified named users and credits as determined in the program description *25 Named ArcGIS Online Users - Per email with ESRI Account Manager (Robyn Garrett) on 02/09/16.	**Level 1**
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	**Level 1**
Number of Esri User Conference Registrations provided annually	**1**
Number of Tier 1 Help Desk Individuals authorized to call Esri	**2**
Maximum number of sets of backup media, if requested**	**2**
Seats in the Working with Geometric Networks for Utilities class	**1**
Virtual Campus Annual User License allowance	**5,000**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

Term of Agreement: 3 years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

Key Largo Wastewater Treatment District
(Licensee)

By: _____
Authorized Signature

Printed Name: Paul Christian

Title: General Manager

Date: _____

LICENSEE CONTACT INFORMATION

Contact: Ashley Schorsch

Address: PO Box 491

City, State, Postal Code: Key Largo, FL 33037

Country: United States

Quotation Number (if applicable): 20481422

Telephone: 305-451-4019

Fax: 305-453-5807

E-mail: ashley.schorsch@klwtd.com

1.0—Additional Definitions

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at http://www.esri.com/legal/software-license; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 **Consultant Access.** Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—Term, Termination, and Expiration

3.1 **Term.** The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 **Product Life Cycle.** During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at http://support.esri.com/en/content/productlifecycles. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at http://www.esri.com/legal). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.

5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.

5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 **Order Requirements**

a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
b. The following information will be included in each Ordering Document:

   (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
   (2) Order number
   (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

Purchase Requisition

Number: 16-499692

Requested Date: 02/11/2016

Required Date: 04/12/2016
Requested By: ROB BULKIEWICZ
Department: CSIT

Preferred Vendor:
0085
Environmental Systems Research Ins
File 54630
Los Angeles, CA 90074-4630

Ship To:
KEY LARGO WASTEWATER
TREATMENT DISTRICT
98880 OVERSEAS HWY
Key Largo, FL 33037

Req. Description: ESRI Annual Subscription 3 Year Renewal

Quantity	Units	Description	Unit Price	Amount
3	EA	ESRI Annual Subscription 3 Year Renewal 401-5130-341.000.04 30,000.00	10,000.00	30,000.00
			Total:	30,000.00

Approved By _____ Date _____

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

Meeting Date: March 1, 2016

Agenda Item Number: K-4

Agenda Item Type: Customer Service

Agenda Item Scope: Customer Hearing

Recommended Action: Action: Approval

Department: Customer Service

Sponsor: Rob Bulkiewicz

Subject:

EDU Reduction (Billing Only) - First State Bank - AK#1679747

Summary of Discussion:

Customer originally requested review of EDU assignment for billing due to the high volume of water being used for irrigation. Request was subsequently changed to EDU review only (without installation of irrigation meter).

Water usage calculations show a reduction of EDU assignment from 4.4 to 3.3 EDU.

Reviewed / Approved

Operations: _____

Administration: KS

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

$ 110.88 Refunded

$ 443.52 Uncollected

Funding Source: Rate Revenue

Budgeted: No

Attachments

1. Memo
2. Water Usage Calculations
3. Recommended Decision of Wastewater Base Facility Charge Review
4. Customer Request Packet
5. Map

Approved By: _____ **Date:** 2/26/2016

General Manager

Key Largo Wastewater Treatment District
98880 Overseas Highway, Key Largo, FL 33037
Post Office Box 491, Key Largo, FL 33037
Phone (305) 451-4019 • Fax (305) 453-5807 • www.klwtd.com

Memo

To: KLWTD Commissioners

From: Diane Bockelman, Assessment Coordinator

Date: February 24, 2016

Re: EDU Reduction - First State Bank - AK#1679747

First State Bank Facilities Officer, David deYoung, requested that the EDU assignment for their monthly billing to be recalculated based on number of employees and working business hours. There is only one FKAA meter at that location and per Mr. deYoung the majority of the water consumption is used for irrigation.

I explained to Mr. DeYoung that per KLWTD General Rules and Regulations Section 10.02(a) water consumption must be calculated based on available water consumption records:

> *(a) Review the **available metered water consumption** (in gallons) **for each Qualified Water Meter** attributable to a particular Tax Parcel during the thirty-six (36) consecutive months immediately prior to the year in which the calculation is made. The calculation shall include only those Qualified Water Meters that are not assigned specifically to a Dwelling Unit or a Laundromat. [Emphasis added]*

I then offered that the parcel would be eligible for an EDU reduction if an irrigation meter were installed; however he felt that it was not a cost effective solution. I asked if he would like to continue with the EDU reduction from 4.4 EDU to 3.3 and he agreed.

Respectfully Submitted,
Diane Bockelman
Assessment and Billing Coordinator

Water Usage Calculations

AK / RE	**1679747 / 00554250-000000**
Owner	**FIRST STATE BANK OF THE FL KEY**
Current Tenant	**FIRST STATE BANK OF THE FL KEY**
FKAA Meter #	1831316185
FKAA Location ID	028904
FKAA Customer ID	535585
Property Type Code	23 - FINANCIAL INSTITUTIONS
Service Address	97670 Overseas Highway
Service City	Key Largo
Year Assessed	2009
RES or Non-RES	Non Res
Most Current Year in Study	2015
EDU Originally Assessed	4.4
Current EDU	4.4
Billed EDU	4.4
# Months Studied	36
Calculation Date	1.1.16

RAW	MAX3MO	57,600
	AVG3MO	19,200
	RAW EDU	**3.8**
3 STD	MAX3MO	49,600
	AVG3MO	16,533
	EDU	**3.3**
2 STD	MAX3MO	49,600
	AVG3MO	16,533
	EDU	**3.3**

64 E Calculation	
Total Sq Ft	
Div By # Units	2
Sq Ft Per Unit	
Div By 100	
X 15 / 167	
EDU	**0.0**

Notes/Comments:	This parcel was assessed over 3 years ago. EDU adjustment will not affect assessment.

Year	Month	Exemption *(Place an X next to the consumption value to be thrown out)*	Monthly Consmption (Gal)	Monthly Consumption Removing Exemptions	Monthly Consumption With Mean Substitutions	Monthly Consumption 3 STD DEV Correction	Monthly Consumption 2 STD DEV Correction	3 Consecutive Months	3 Month Consumption (Gal)	3 Month Consumption (Gal) 3 STD DEV	3 Month Consumption (Gal) 2 STD DEV
2015	DEC		27000	27000	27000	12269.44444	12269.44444	DEC-NOV-OCT	57,600	42,869	42,869
	NOV		16500	16500	16500	16500	16500	NOV-OCT-SEPT	43,800	43,800	43,800
	OCT		14100	14100	14100	14100	14100	OCT-SEPT-AUG	37,300	37,300	37,300
	SEPT		13200	13200	13200	13200	13200	SEPT-AUG-JULY	32,500	32,500	32,500
	AUG		10000	10000	10000	10000	10000	AUG-JULY-JUNE	36,700	36,700	36,700
	JULY		9300	9300	9300	9300	9300	JULY-JUNE-MAY	35,800	35,800	35,800
	JUNE		17400	17400	17400	17400	17400	JUNE-MAY-APR	41,700	41,700	41,700
	MAY		9100	9100	9100	9100	9100	MAY-APR-MAR	36,500	36,500	36,500
	APR		15200	15200	15200	15200	15200	APR-MAR-FEB	39,700	39,700	39,700
	MAR		12200	12200	12200	12200	12200	MAR-FEB-JAN	40,900	40,900	40,900
	FEB		12300	12300	12300	12300	12300	FEB-JAN-DEC	40,700	40,700	40,700
	JAN		16400	16400	16400	16400	16400	JAN-DEC-NOV	42,700	42,700	42,700
2014	DEC		12000	12000	12000	12000	12000	DEC-NOV-OCT	44,000	44,000	44,000
	NOV		14300	14300	14300	14300	14300	NOV-OCT-SEPT	49,600	49,600	49,600
	OCT		17700	17700	17700	17700	17700	OCT-SEPT-AUG	47,800	47,800	47,800
	SEPT		17600	17600	17600	17600	17600	SEPT-AUG-JULY	41,900	41,900	41,900
	AUG		12500	12500	12500	12500	12500	AUG-JULY-JUNE	35,900	35,900	35,900
	JULY		11800	11800	11800	11800	11800	JULY-JUNE-MAY	38,600	38,600	38,600
	JUNE		11600	11600	11600	11600	11600	JUNE-MAY-APR	43,900	43,900	43,900
	MAY		15200	15200	15200	15200	15200	MAY-APR-MAR	46,100	46,100	46,100
	APR		17100	17100	17100	17100	17100	APR-MAR-FEB	43,900	43,900	43,900
	MAR		13800	13800	13800	13800	13800	MAR-FEB-JAN	40,000	40,000	40,000
	FEB		13000	13000	13000	13000	13000	FEB-JAN-DEC	34,700	34,700	34,700
	JAN		13200	13200	13200	13200	13200	JAN-DEC-NOV	29,900	29,900	29,900
2013	DEC		8500	8500	8500	8500	8500	DEC-NOV-OCT	24,200	24,200	24,200
	NOV		8200	8200	8200	8200	8200	NOV-OCT-SEPT	25,500	25,500	25,500
	OCT		7500	7500	7500	7500	7500	OCT-SEPT-AUG	26,300	26,300	26,300
	SEPT		9800	9800	9800	9800	9800	SEPT-AUG-JULY	28,200	28,200	28,200
	AUG		9000	9000	9000	9000	9000	AUG-JULY-JUNE	25,500	25,500	25,500
	JULY		9400	9400	9400	9400	9400	JULY-JUNE-MAY	23,900	23,900	23,900
	JUNE		7100	7100	7100	7100	7100	JUNE-MAY-APR	21,100	21,100	21,100
	MAY		7400	7400	7400	7400	7400	MAY-APR-MAR	21,600	21,600	21,600
	APR		6600	6600	6600	6600	6600	APR-MAR-FEB	22,900	22,900	22,900
	MAR		7600	7600	7600	7600	7600	MAR-FEB-JAN	25,700	25,700	25,700
	FEB		8700	8700	8700	8700	8700				
	JAN		9400	9400	9400	9400	9400				

Average	12269	12269.44444	12269.44444	11860	11860
Std Dev	4200.259818	4200.259818	4200.259818	3357.123098	3357.123098

Key Largo Wastewater Treatment District
98880 Overseas Highway, Key Largo, FL 33037
Post Office Box 491, Key Largo, FL 33037
Phone (305) 451-4019 • Fax (305) 453-5807 • www.klwtd.com

RECOMMENDED DECISION of WASTEWATER BASE FACILITY CHARGE REVIEW

January 22, 2016

AK: 1679747 / FKAA Acct: 535585-028904
First State Bank of the Florida Keys
PO BOX 1579
KEY WEST, FL 33041-1579

For property located at: 97670 Overseas Hwy

Dear Customer,

This letter is your official notification for the findings of the review and recommended decision regarding the request for adjustment in the Equivalent Dwelling Unit ("EDU") assignment for the above referenced property. A review of water usage for the time period from January 1, 2013 to December 31, 2015 was calculated per Key Largo Wastewater Treatment District's ("KLWTD") Rules and Regulations. The review resulted in the following recommended adjustments:

	Prior to Review	Adjusted
EDU Assignment	4.4	**3.3**
Monthly Wastewater Base Charge *(On FKAA Bill: EDU Assignment X $33.60)*	$147.84	**$110.88**

Wastewater monthly base charges billed on or after 10/23/2015 (sixty days prior to date review request was submitted) will be credited based on the adjusted EDU assignment of 3.3 EDUs. Future wastewater monthly base charges will be adjusted accordingly.

This recommendation will be presented to the KLWTD Board of Commissioners for review and approval tentatively at the first Board of Commissioners regular meeting after 30 days from the date of this letter. Please contact the Clerk for confirmation of meeting date at 305-451-4019 ext. 209 or at katherine.jackson@klwtd.com. If you agree with the findings of this review, no further action is required. However, if you would like to challenge these findings, it is your right to have a public hearing before the Board of Commissioners where you may submit any evidence that you have. To do so, you MUST notify the Deputy Clerk within 15 calendar days of the date of this letter.

Please contact me at (305) 451-4019 ext. 210 or diane.bockelman@klwtd.com should you have further questions.

Sincerely,

Diane Bockelman
Assessment Coordinator

Paul Christian
General Manager

CC: KLWTD Commissioners
(Enclosure – KLWTD FI-1)

connecting is an improvement in environmental balance

Key Largo Wastewater Treatment District

98880 Overseas Highway
Key Largo, FL 33037
Phone: 305-451-4019
Fax: 305-453-5807

Request for Review of Initial Pre-Payment amount or Monthly Base Charge and Adjustment of Fees and Charges for Wastewater Service

***Name:** First State Bank of the Florida Keys ***Date of Request:** 12/15/15

***Service Address:** 97670 Overseas L 14-23 Hwy Key Largo, Florida 33037

☐ This is a Residential Dwelling ☑ This is a non-residential Dwelling

***Phone:** 305/763-0323 **Email:** davidd@keysbank.com

Alternate Key (AK): 1679747 **RE/Parcel ID:** 00554250-000000

FKAA Account No: 535585-028904 **FKAA Meter No:** 1831316185

***Reason for Request:** The last assessment of this properties EDU level, was not, I believe, detailed enough in its' investigation of the number of persons who work in this facility; they total 8 persons in a commercial facility which is only open 4 days from 9-4 & 1 day from 9-6 per week.

In my facility in Marathon with 6 persons, with the same schedule plus an additional day from 9-12; that building averages roughly 770 gallons per month of water consumption; has an EDU rating of 1 and a wastewater base facility charge of $21.78. With their

*A copy of your latest FKAA bill *must* be provided with this request

See attached documents

****Initial only one:***

☑ *I, the undersigned, certify that I am the **OWNER** of the parcel listed above and hereby request that the Key Largo Wastewater Treatment District (the District) review my current Equivalent Dwelling Unit (EDU) assignment for this property and that my assessment be adjusted accordingly as outlined in the District's Assessment Resolutions. I further request that my monthly base charge for wastewater services as billed monthly on my current water bill be adjusted to meet the new EDU assignment. I understand and accept that this review may result in an INCREASE of the EDU assignment for this property and if so, will result in an increase of my monthly base charge and assessment for the parcel.*

☐ *I, the undersigned, certify that I am the **TENANT** of the unit or parcel listed above and hereby request that the Key Largo Wastewater Treatment District (the District) review my current Equivalent Dwelling Unit (EDU) assignment and that my monthly base charge for wastewater services as billed monthly on my current water bill be adjusted accordingly. I understand that, should a change be required, the entire parcel and all current tenants' EDU assignments may also be reviewed at the District's discretion. I further understand and accept that this review may result in an INCREASE of the EDU assignment for this property and if so, will result in an increase of my monthly base charge and possibly, the assessment for the parcel.*

*Signature David deYoung Facilities Officer 12/15/15 *Date

"*" Denotes Required Fields

FIRST STATE BANK
OF THE FLORIDA KEYS

12/15/15

To whom it does concern:

The last assessment of this properties EDU level, was not, I believe, detailed enough in its' investigation of the number of persons who work in this facility; they total 8 persons in a commercial facility which is only open 4 days from 9-4 & 1 day from 9-6 per week.

In my facility in Marathon with 6 persons, with the same schedule plus an additional day from 9-12; that building averages roughly 770 gallons per month of water consumption; has an EDU rating of 1 and a wastewater base facility charge of $21.78. With their average consumption per person of 128.33 gallons/month in Marathon how can 8 people rate an EDU rating of 4.4 in Key Largo?

The major consumption of water at my Key Largo facility is for irrigation and does NOT enter your treatment facility; it is absorbed into the ground directly on the property to nourish the foliage and sod.

Please reevaluate and review the substance of your facts concerning the decision to place my facility in Key Largo at an EDU rating of 4.4.

Sincerely,

David deYoung
Facilities / Maintenance Officer
First State Bank of the Florida Keys

Florida Keys Aqueduct Authority

1100 Kennedy Drive
Key West, Florida 33040-4021
Telephone 305.296.2454
www.fkaa.com

Statement Number	Service Address
4796063	97670 Overseas L14-23 Hwy
Account Number	**Statement Date** / **Due Date**
535585-028904	11/20/2015 / 12/10/2015

Account Information

Previous Balance:	$	339.2
Late Charges/Nonpay Fees:		0.0
Payments:		-339.2
Adjustments/Credits:		0.0
Balance Forward:	$	0.0
Current Charges:		369.9
AutoPay Amount:	$	369.9

AutoPay will be made on 12/10/2015.

A Message from Florida Keys Aqueduct Authority

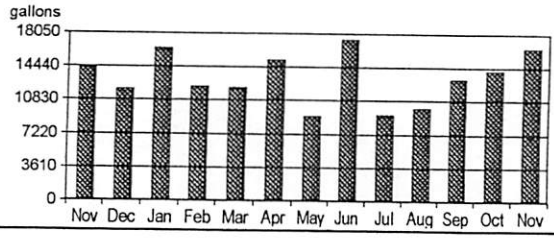
The FKAA's 2014 Water Quality Report will be available at the following link beginning June 30, 2015: http://www.fkaa.com/WaterQualityReport2014.pdf. It contains important information about the source and quality of your drinking water. We are pleased to announce that, once again, our water met or surpassed all EPA standards. If you, your employees, residents, or customers would like an individual copy mailed, please contact Julie Cheon at 305-296-2454.

Meter Reading Summary

Description	Service Period	# of Days	Meter Number	Reading Type	Previous Reading	Current Reading	Total Consumption
Water	10/09/2015-11/13/2015	35	1831316185	Actual	7395	7560	16500 Gal

Detail of Current Usage

Water



Explanation of Charges

Description	Amount
Water base facility charge	34.74
Water usage charge	100.38
Wastewater base facility charge	147.84
Wastewater flow charge	86.96
Service total	**$369.92**

135.18
234.80

Total current charges **$369.92**

E-MAIL CONFIRM OF PAYMENT SENT
DEC 02 '15
INITIALS

103174
Date Rec'd
Approval
Vendor # 160
Acct # 057601-30
Rate rec'd from Internet 057702-30

Please detach and return bottom portion with your payment. Please retain top portion for your records.
Please include your account number on your check and make payable to FKAA.

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, FL 33040-4021

ELECTRONIC SERVICE REQUESTED

(CESP)10:T016:007181:001:0000: FKA-104 0000000

Statement Number	Account Number	
4796063	535585-028904	
Statement Date	**Previous Balance**	**Current Charges**
11/20/2015	$339.23	$369.92
Due Date	**Total Due**	**AutoPay Amount**
12/10/2015	$369.92	$369.92

Thank you for using AutoPay. Please remember to notify us immediately if your bank or credit card information changes so that AutoPay will continue without interruption.

102069 090016852
FIRST STATE BANK OF THE FL KEY
PO BOX 1579
KEY WEST, FL 33041-1579

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE
KEY WEST, FL 33040-4021

00000002890400000053558500000036992

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

The schedule for Friday December 18th of the Property Appraiser Offices will be as follows; Plantation closed, Marathon closed from 10 to 3 and Key West closed from 11:30 to 1:30 for Training.

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1679747 Parcel ID: 00554250-000000

Ownership Details

Mailing Address:
FIRST STATE BANK OF THE FLORIDA KEYS
C/O ACCOUNT PAYABLE
3406 N ROOSEVELT BLVD
KEY WEST, FL 33040-4266

Property Details

PC Code:	23 - FINANCIAL INSTITUTIONS
Millage Group:	500K
Affordable Housing:	No
Section-Township-Range:	06-62-39
Property Location:	97670 OVERSEAS HWY KEY LARGO
Subdivision:	MANDALAY
Legal Description:	BK 1 LT MANDALAY PB1-194 KEY LARGO LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22 & 23 (RE'S:55426 THRU 55434 COMBINED WITH THIS PARCEL FOR 1981 PER OWNER REQUEST SF 4-20-81) OR533-855 OR782-1313/1314

Click Map Image to open interactive viewer

First State Bank of The Florida Keys

97670 Overseas Hwy AK#1679747

MONROE COUNTY PROPERTY APPRAISER OFFICE

THIS PROPERTY LOCATION MAP HAS BEEN COMPILED FOR INTERNAL OFFICE USE AS AN AID IN THE PREPARATION OF THE MONROE COUNTY TAX ROLL. IT IS NOT A SURVEY AND THE OWNERSHIP INFORMATION DEPICTED THEREON SHOULD NOT BE RELIED UPON FOR TITLE PURPOSES. NEITHER MONROE COUNTY NOR THE OFFICE OF THE PROPERTY APPRAISER ASSUMES RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS.

1:1,952

Date: 1/26/2016

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

Meeting Date: March 1, 2016

Agenda Item Number: L-1

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Action

Department: Commissioner's Item

Sponsor: Chairman Asdourian

Subject:

Proclamation in Memoriam - Kay Thacker

Summary of Discussion:

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 0.00	1. Proclamation in Memoriam - Kay Thacker
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____		
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 2/26/2016

General Manager

Key Largo Wastewater Treatment District

BOARD OF COMMISSIONERS

PROCLAMATION IN MEMORIAM

Honoring the Life of Kay Thacker

Nov. 10, 1945 – Feb. 19, 2016

WHEREAS, on Feb. 19, 2016, the life of Kay Thacker came to an end; and

WHEREAS, Kay was a valued member of our community who will be remembered as an avid watchdog for responsible government, as a guardian of taxpayers' dollars, as a tireless advocate for protecting the natural beauty of the Florida Keys, and as a good friend; and

WHEREAS, Kay gave tirelessly to causes that benefited the residents of the Keys, including serving as the President of Friends of the Key Largo Cultural Center, Vice President of External Affairs of Island of Key Largo Federation of Homeowners Inc., and Secretary of Sexton Cove Property Owners' Association; and,

WHEREAS, Kay will be missed by her husband, her children, her grandchildren, and the many people in the Florida Keys, whose lives she touched.

NOW, THEREFORE, the Commissioners of the Key Largo Wastewater Treatment District do hereby extend their deepest sympathies to the family and friends of Kay Thacker for their loss. Kay's presence will be greatly missed but her commitment to community service will live on in their memory.

Passed, adopted, and proclaimed by the Key Largo Wastewater Treatment District this 1st day of March, 2016.

David Asdourian, Chairman
Andrew Tobin, Commissioner
Norman Higgins, Commissioner
Robert Majeska, Commissioner
Stephen Gibbs, Commissioner