

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, May 16th, 2024 – 9:35 am OR at the end of the Public Hearing
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

[Zoom Login Information at the end of this Agenda](#)

1. Call to Order, Pledge of Allegiance, Prayer, Roll Call

2. Agenda Additions, Changes & Deletions

3. Special Request:

- a. Special Requests for 90-day building permit extensions – **Pg. 1**
 - i. 230 15th Circle to allow for a FKEC review and possible piling relocation – **Pg. 2**
 - ii. 1250 Coury Dr. for the new construction of a house, pool, and extension of an existing dock - **Pg. 3**
 - iii. 760/770 and 780/790 10th Street for the construction of two new duplexes – **Pg. 4**
 - iv. 400 Sadowski Causeway for the construction of a new restaurant – **Pg. 5**
 - v. 260 15th Circle for the construction of a new home – **Pg. 6**
- b. Special Request by the Kids Fishing Derby to request an annual donation in the amount of \$500.00 in support of the Annual Ron Sutton Memorial Kids Fishing Derby, June 12th, 2024.

4. Citizen Comments and Correspondence

5. Approval of Minutes

- a. April 15th, 2024 – City Commission Townhall Meeting ****TBA****
- b. April 18th, 2024 – City Commission Public Hearing – **Pgs. 7-8**
- c. April 18th, 2024 – City Commission Regular Meeting – **Pgs. 9-21**

6. Committee and Department Reports (written reports provided; Staff and Board Chairs available for questions)

- a. Marathon Fire/EMS – Marathon Assistant Fire Marshal Card – **Pgs. 22-27**
- b. City Administrator's Report – Mayor Raspe – **Pg. 28**
- c. Police Department – Chief DiGiovanni – **Pgs. 29-38**
- d. Building/Code Department – Building Official Borysiewicz – **Pg. 39**
 - i. Update on an agreement on Tennis/Pickleball Courts
- e. Public Works – Public Works Department Head Guarino – **Pgs. 40-41**
- f. City Clerk – City Clerk Gransee – **Pgs. 42-44**
- g. Beautification Committee – Sandra Bachman
- h. Planning & Zoning Board – George Lancaster
- i. Recreation Committee – Richard Pflueger
- j. Utility Board - Bill Fahs

7. Mayor-City Administrator Items for Discussions & Approvals:

- a. Review of Townhall Meeting held on May 13th, 2024
- b. Discussion/Approval of the hiring of Joseph Fema for the position of Building Official – **Pgs. 45-46**
- c. Discussion/Approval on a revised City Administrator Job Description & Employment Contract
- d. Discussion on City road repairs
- e. Update on Marble Hall, Administrative Offices, and overall progress

8. City Commissioner Items for Discussion/Approval

- a.** Discussion/Approval of a recommendation by the Utility Board for the Utility Board to work in conjunction with the Beautification Committee to solve the problem of the Retention Pond, to include the field trial that was discussed, and work with Jason Shepler on the project. **(please see attached Utility Board Minutes for Items 8a to 8f) – Pgs. 47-53**
- b.** Discussion/Approval of a recommendation by the Utility Board to change the length of time between sewer lateral inspections as discussed in the Utility Board meeting on April 23, 2024.
- c.** Discussion/Approval of the following recommendations by the Utility Board regarding Solar Power:
 - i.** Discussion/Approval of a recommendation by the Utility Board to offer the power company the installation of solar panels on city owned buildings as discussed in the Utility Board meeting on April 23, 2024.
 - ii.** Discussion/Approval of a recommendation by the Utility Board to recommend to the City Commission the use of a referendum, either binding or non-binding, should the proposal under 8c(i) not be acceptable to the City Commission.
- d.** Discussion/Approval of the WRF UV Contact Tank Rehabilitation procurement package per the Utility Board meeting from April 23, 2024. – **Pgs. 54-148**
- e.** Discussion/Approval of a recommendation by the Utility Board to approve Quote No. 3054-241 from Material Handling Systems in the amount of \$ 36,748.00 for repairs to the jib crane and replace the top bearing immediately due to the threat to the health, safety, and welfare of the Public of Key Colony Beach. - **Pg. 149**
- f.** Discussion/Approval of a quote by Lindholm Construction for the replacement of fascia on the Post Office/City Hall building in the amount of \$9,800.00. – **Pg. 150**
- g.** Discussion/Approval of a recommendation by the Utility Board to increase the annual Stormwater Assessment (see Ordinance 2024-490) – **Pgs. 151-152**

9. Ordinances & Resolutions

First Reading of Ordinance 2024-490: An Ordinance Of the City of Key Colony Beach, Florida; amending Chapter Fifteen of the Code of Ordinances, entitled Stormwater Utility System; and providing for codification; repealing any inconsistent provisions; providing for severability; and providing an effective date.

10. Secretary-Treasurer's Report

- a.** April 2024 Financial Summary – **Pgs. 153-155**
- b.** Approval of Warrant 0424 in the amount of \$ \$725,987.94 – **Pg. 156**

11. City Attorney's Report

- a.** Update on ITB 2024-01 Clean and Camera Sewer Gravity Main Line and the Notice of Intent to Reissue **Pg. 157**
- b.** Update on a Closed Session for Police Union Bargaining
- c.** Update on the Form 6 Expenditures Reimbursements

12. Commissioner's Reports & Comments

- a. Commissioner Harding
 - i. Wastewater Sampling Summary Report for May 13th, 2024
 - ii. 3. 2024 Legislative Update - Discussion on next steps
 - iii. 4. Monroe County Transportation requested feedback on suggestions
 - iv. 5. PFAS update from FKAA – **Pgs. 158-161**
- b. Commissioner DiFrancisco
- c. Commissioner Colonell
- d. Vice-Mayor Foster
- e. Mayor Raspe

13. Citizen Comments

14. Adjournment

**This meeting will be held at the City Hall Auditorium 'Marble Hall',
600 W. Ocean Drive, Key Colony Beach, Florida 33051.**

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/83687943729?pwd=S3AzbzZ4OVkrRWN4cGIzNUJZVFowUT09>
Passcode: 475928

Or One tap mobile:

+13052241968,,83687943729#,,, *475928# US
+13092053325,,83687943729#,,, *475928# US

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847

Webinar ID: 836 8794 3729

Passcode: 475928

International numbers available: <https://us02web.zoom.us/j/83687943729?pwd=S3AzbzZ4OVkrRWN4cGIzNUJZVFowUT09>

Sec. 6-7. - New construction: required performance and permit expiration.

- (a) *Failure to begin work.* Completed foundation and/or pilings for the structure for which the permit was issued must be in place within the time provided in the Florida Building Code. An appeal can be made to the city commission for one (1), ninety-day extension prior to expiration of the initial period. If an extension is not requested or granted, the permit becomes null and void. If a permit becomes null and void pursuant to this subsection, a new permit must be obtained before construction is started, and new fees must be paid therefor.
- (b) *Discontinuance of work.* If work on new construction under a permit issued in accordance with this chapter is discontinued and builder does not request an inspection to show proof of continued construction for a period of one hundred eighty (180) days without the consent of the city commission, the permit shall be null and void.
- (c) *Restoration of property.* If a permit becomes null and void for either failure to begin the new construction work or discontinuance of the work, it shall be the duty of the permittee and the property owner to restore the property to its condition prior to the issuance of the permit.
- (d) *Deadline for completing new construction.* Unless otherwise specified by the city commission, every building or structure on which new construction is started must be completed within fifteen (15) months from the date of the start of construction, and any building or structure which is not completed within said fifteen (15) months shall be considered in violation of this article and the owner thereof shall be subject to penalties for violation of this article; provided, however, that the city commission may grant extensions not to exceed one (1) year in the aggregate for the completion of said construction. Said extension shall not be considered unless requested by the property owner or owner's agent prior to thirty (30) days of the date of expiration of the permit, unless the applicant shows good cause to the commission that he was unable to present his request for an extension prior to thirty (30) days of the date of expiration of the permit. Unless otherwise directed by the city commission, the monthly fee payable in advance for the extension shall be ten (10) per cent of the original building fees including impact fees and sewer connection fees for issuance of the permit. After the extension has expired, the permit shall be null and void.
- (e) *Continuation of construction permit.* When a permit becomes null and void because of permit expiration, and the property owner has not requested an extension, the property owner must then apply to the building department for a continuation permit to complete the construction. The monthly fee payable in advance for the continuation permit shall be fifteen (15) per cent of the original building fees including impact fees and sewer connection fees applicable when the original building permit was issued. The time frame for the continuation permit shall be the decision of the city commission and the property owner.

Ed Borysiewicz

From: Joseph Suarez <joseph@boost-gc.com>
Sent: Tuesday, April 30, 2024 10:54 AM
To: Ed Borysiewicz; Carlos Perez; Carlos Perez
Subject: [External] B23-000526 - B23-000527 - 230 15th Circle

Hi Ed,

We are requesting an extension for permit #B23-000526 & #B23-000527. We had to get a revision approved from FKEC as the FKEC approval had not been given when we got the approval. We are requesting a 6 month extension to this permit if possible or an alternative to keep this permit active. Thank you Ed , I appreciate you.

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Best Regards,
Joseph Suarez Esq.
Boost Construction LLC

April 30, 2024

City Clerk
City of Key Colony Beach
600 W. Ocean Drive
Key Colony Beach, FL. 33051

RE: 1250 Coury Drive
Permits B23-000208 B23-000368 B23-000112

Dear Clerk,

I always understood that I had 180 days from date of issuance for my first inspection, I was recently informed that it is actually 90 days. I kindly ask for a 90 day extension therefore proceeding with the project.

Please let me know if I can provide you with additional information.

Sincerely,



George Perez
T. 305 345-0413

Silvia Gransee

From: Samantha Rodamer <clerk4@keycolonybeach.net>
Sent: Thursday, May 2, 2024 8:07 AM
To: Silvia Gransee; Pamela Alonso; Ed Borysiewicz
Subject: FW: [External] Permit extension

Good Morning Silvia,
The Contractor/Owner is requesting a 90-day extension on the following permits.
760/770 10th Street - B23-000258
780/790 10th Street - B23-000257
~~240 14th Street - B23-000332~~

Thank you,

Kind Regards,
Samantha Rodamer
Building Admin. Assistant
City of Key Colony Beach
305-289-1212, ext. 3
clerk4@keycolonybeach.net

Please note: Florida has a very broad public records law. Written communications to or from this office regarding State or County or City business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, your email message may be subject to public disclosure.

Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity.

If you are an entity authorized to provide confidential information to a government entity, please indicate the exemption to Florida Chapter 119 and verify its applicability before sending. If you are authorized to receive confidential information from the City of Key Colony Beach it will be so noted and with the statutory exemption applicable. Exempt material retransmission or disclosure is governed by Florida Law. The recipient is charged with compliance regarding any retransmission or disclosure. The City of Key Colony Beach shall not be liable for any inappropriate retransmission or disclosure.

-----Original Message-----

From: Pamela Alonso <alonsodesign425@gmail.com>
Sent: Wednesday, May 1, 2024 6:04 PM
To: cityclerk@keycolongbeach.net; Samantha Rodamer <clerk4@keycolonybeach.net>
Subject: [External] Permit extension

We would like to request an extension for the following projects.
240 14 Street
760/770 10 Street
780/790 10 Street

Regards,

Pamela Alonso

Silvia Gransee

From: Robert Judd <judd_robert@yahoo.com>
Sent: Wednesday, May 1, 2024 3:18 PM
To: Silvia Gransee
Subject: [External] extention

Hello Ed, Can you please grant a 90 day extension on the project at 400 Sadowski. Thanks Robert PM

Silvia Gransee

From: Ed Borysiewicz <buildingofficial@keycolonybeach.net>
Sent: Wednesday, May 1, 2024 3:09 PM
To: Silvia Gransee; Samantha Rodamer
Cc: Ed Borysiewicz
Subject: FW: [External] B23-000491

Owner requests 6 month extension for the start of a new home located at 260-15th Circle. Thanks, Ed

From: Joseph Suarez <joseph@boost-gc.com>
Sent: Wednesday, May 1, 2024 2:55 PM
To: Ed Borysiewicz <buildingofficial@keycolonybeach.net>
Subject: [External] B23-000491

We are requesting an extension for permit #B23-000491. We had to get a revision approved from FKEC as the FKEC approval had not been given when we got the approval. We are requesting a 6 month extension to this permit if possible or an alternative to keep this permit active. Thank you Ed , I appreciate you.

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Best Regards,
Joseph Suarez Esq.
Boost Construction LLC

MINUTES

KEY COLONY BEACH CITY COMMISSION

PUBLIC HEARING

Thursday, April 18th, 2024 – 9:30 am

Located at Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

- 1. Call to Order, Pledge of Allegiance, Prayer & Roll Call:** The Key Colony Beach City Commission Public Hearing was called to order by Mayor Raspe at 9:30 am followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster, Commissioner Tom Harding, Commissioner Doug Colonell. **Absent:** Commissioner Tom DiFransico. **Also present:** Planning & Zoning Chair George Lancaster, City Attorney Dirk Smits, Police Chief Kris DiGiovanni, Public Works Department Head Mike Guarino, Building Official Ed Borysewicz, Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.

Present: 13

- 2. Agenda Additions, Deletions, or Changes:** Mayor Raspe informed of a request by the applicant under Item 7 for the matter to be sent back to the Planning & Zoning Board. The Commission agreed.
- 3. Citizen Comments & Correspondence:** None.
- 4. Administration of Oath of Witnesses:** City Clerk Gransee administered the Oath of Witness.
- 5. Disclosure of Ex-Parte Communication:** None.
- 6. Discussion/Approval of the installation of a 20,000 lb. cradle-style boatlift at the property located at 37 Sadowski Causeway per the recommendation of the Planning & Zoning Board**
 - a. Presentation by the Building Department:** Mayor Raspe introduced the agenda item and ask Building Official Borysiewicz to elaborate. Building Official Borysiewicz informed that the specifications of the requested lift fall within the permitted length and neighboring properties having given consent on both sides. Building Official Borysiewicz recommended approval for the request.
 - b. Statement by Applicant:** None.
 - c. Planning & Zoning Board Recommendation**
 - i.** Meeting Minutes from March 20th, 2024
 - ii.** Letter of Recommendation

Planning & Zoning Chair Lancaster informed for the Planning & Zoning Board recommending approval.

 - d. Motion to approve, deny, or approve with conditions:** Mayor Raspe asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Foster to approve. Mayor Raspe seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- 7. Discussion/Disapproval of the installation of a 16,000 lb. cradle-style boatlift at the property located at 948 West Ocean Drive per the recommendation of the Planning & Zoning Board**
 - ~~a. Presentation by the Building Department~~
 - ~~b. Statement by Applicant~~
 - ~~e. Planning & Zoning Board Recommendation – Chair George Lancaster~~
 - ~~iii. Meeting Minutes from March 20th, 2024~~

- ~~iv. Letter of Recommendation~~
- ~~d. Commission Discussions~~
- ~~e. Motion to approve, deny, or approve with conditions.~~

Mayor Raspe informed of the matter being directed back to the Planning & Zoning Board.

Mayor Raspe recognized Commissioner Harding.

Commissioner Harding recalled the amendment to the boat lift ordinance to save staff and residents time and suggested to go back to revisit the ordinance.

Building Official Borysiewicz explained the amendment was made to weight requirements for elevator boat lifts but not 4-post lifts which require City Commission approval.

Building Official Borysiewicz explained for the 4-post lifts to differ from elevator boat lifts and gave recommendation for the continued requirement of City Commission approval. Building Official Borysiewicz confirmed the Code requirements for all other lifts to be reviewed by the Planning & Zoning Board and City Commission. Commissioner Harding asked for the possibility of a recommendation by Planning & Zoning Board to change the requirements. Vice-Mayor Foster recommended to leave the Code as is for the small number of applications. Mayor Raspe agreed and supported continued review by the Board and Commission. Commissioner Harding explained for no available background material on criteria and what is acceptable. Building Official Borysiewicz explained the neighboring properties input to be a criteria. Commissioner Harding stated discontent with the current process.

8. Other Business: None.

9. Adjourn: The meeting adjourned at 9:39 am.

Respectfully submitted,
Silvia Gransee
City Clerk

MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, April 18th, 2024 – 9:35 am
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. Call to Order, Pledge of Allegiance, Prayer & Roll Call: The Key Colony Beach City Commission Regular Meeting and Public Hearing was called to order by Mayor Raspe at 9:30 am followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster, Commissioner Tom Harding, Commissioner Doug Colonell. **Absent:** Commissioner Tom DiFrancisco. **Also present:** Planning & Zoning Chair George Lancaster, City Attorney Dirk Smits, Police Chief Kris DiGiovanni, Public Works Department Head Mike Guarino, Building Official Ed Borysewicz, Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.

Present: 13

Mayor Raspe informed about the need for new members on the Planning & Zoning Board and asked for anyone to consider volunteering.

2. Agenda Additions, Changes & Deletions: Mayor Raspe asked for the following agenda additions:

- Addendum to Item 5b.: City Commission Townhall meeting minutes
- Addendum to Item 12a (i) to the Wastewater report.

There were no other changes.

3. Special Request: Lien Reduction Request by China Beach, USA, Owner of the property located at 1000 W. Ocean in the estimated amount of \$45,000:

Mayor Raspe introduced the agenda item and recognized Attorney Jack Bridges as the representative for the applicant.

Jack Bridges introduced himself as the co-counsel of Attorney Theron Simmons and informed to be representing the property owner China Beach LLC. Jack Bridges informed that his witness would be attending via Zoom. City Clerk Gransee administered the Oath of Witness to Jenni Negron.

Jenni Negron testified to being the project manager and responsible for the permit process for the property. Jenni Negron stated that the original renovation permit took six months to obtain due to comments and corrections the City requested. Jenni Negron further testified on having received a permit with restrictions, delays due to flood test requirements, and having received a red tag after the test. Jenni Negron spoke about additional repair requirements by the City and a subsequent agreement for a demolition. Jenni Negron stated that the demolition permit took three months to obtain due to additional requests from the City. Jenni Negron testified on delays due to an electrical connection to the neighboring property and informed on incurred costs China Beach. Jenni Negron confirmed that the demolition was completed.

Jack Bridges elaborated on the timeline of events and monies spent and informed on his experience as a Special Magistrate for the City of Marathon and the City of Layton. Jack Bridges further informed to have an understanding of rules and regulations and the purpose of Code Enforcement not to be to punishment but to receive code compliance. Jack Bridges expressed empathy with the frustration at code violators but stated for his client having followed the rules and requests by the City. Jack Bridges spoke on the assessment of a fine being impacted by the gravity of the violations, actions that were taken to correct the violation, and any other violations committed by the same offender. Jack Bridges asserted that this client took immediate action to achieve compliance and gave

agreement for the City to be entitled to costs. Jack Bridges asked to mitigate the fines as much as possible and thanked the City Commission for hearing him.

Vice-Mayor Foster asked about an incident involving the Marathon Recue Services refusing to enter the building because they deemed it unsafe, which led to the requirements of core samples and subsequent requirement to bring the property into compliance. Jack Bridges stated not to be aware of this event.

Jenni Negron testified to the event of the accident and the subsequent assessment by a third party engineer. Vice-Mayor Foster informed on extensive renovations to the building prior to the request and the city having pictures that show that support walls were removed without an engineering analysis. Vice-Mayor Foster stated for there to be a gap in the analysis of what happened. Jack Bridges did not deny Vice-Mayor Foster's statement but explained that the owner tried to come into compliance once he was aware of the problem. Jack Bridges further stated to understand the seriousness of safety and code violations.

Mayor Raspe informed to have been the Chair for both the Code and Planning & Zoning Board during the time of events and recalled for the property owner having caused delays and not the City.

Commissioner Colonell asked if a licensed builder was involved in the project or if it was a homeowner project. Jenni Negron informed that it was a licensed builder who also held a demolition permit. Commissioner Colonell questioned Jenni Negron's statement about the builder not being aware of the two structures being connected by electricity. Jenni Negron testified to have been more involved in the remodeling part of the building than the demolition and could not answer the question.

City Attorney Smits informed on a prepared memo for the matter which detailed the history of the case and explained calculations in the assessment of fines. City Attorney Smits stated for the lowest acceptable fine to be \$7,760.00 and the top assessment of fine to be \$23,510.00. City Attorney Smits confirmed the amount of \$23,510.00 to include the cost of prosecution and administrative fee.

MOTION: Motion made by Mayor Raspe to assess a fine of \$23,510.00 to the property. Vice-Mayor Foster seconded the motion.

DISCUSSION: Vice-Mayor Foster stated to like the property cleaned. Building Official Borysewicz confirmed for there property still having numerous sections still having concrete and rebar, and the ability for code enforcement on the property.

ON THE MOTION: Rollcall vote. Unanimous approval.

- 4. Citizen Comments and Correspondence:** Mayor Raspe reminded of the three-minute time constraint for public comment and asked for comments on pickleball and tennis to be held until the discussion item is presented.

City Clerk Gransee informed on the following correspondence:

- April 9th, 2024, Sandy Bachman, KCB resident, wrote to the City Commission with concerns on traffic on Ocean Drive during the St. Patrick's Day Parade.
- April 9th, 2024, David McKeehan, 631 8th Street, wrote to the City Commission with concerns about the proposed solar panel farm and asked for the rejection of the proposal.
- April 12th, 2024, Ted Fischer, KCBCA President, thanked the City Commission, Public Works & Police Department, and City Staff, for the support in setting up and running this year's Key Colony Beach Day.
- April 12th, 2024, Janie Byland, 72 7th Street, wrote with concerns on the proposed solar panels and asked the Commission to reject the plan.
- April 12th, 2024, Judi Virost, 80 7th Street, wrote to the City Commission expressing opposition to the proposed solar panels.
- April 14th, 2024, Greg Burke, KCB Resident, wrote to the City Commission expressing opposition to the project.

- April 15th, 2024, Marilyn and Bill Avery, 79 7th Street, wrote in opposition to the installation of solar panels.
- April 15th, 2024, Patricia Evangelista, 838 W. Ocean Drive, wrote to the City Commission with concerns on the Pickleball expansion Request for Proposals and the elimination of one tennis court.
- April 15th, 2024, Judi Virost, 80 7th Street, wrote to the City Commission with praise on the ongoing Townhall meetings, the reopening of Marble Hall, and flooding improvements at the end of 7th Street with the installation of a new drainage. In addition, Judi Virost gave support for the proposed changes in billing for water use.
- April 15th, 2024, David Evangelista, 838 W. Ocean Drive, wrote to the Commission to state concurrence with the Recreations Committee's rejection of the proposed bid package and to only proceed accordingly with the previously approved Option 4.
- April 15th, 2024, Barbara Tatarchuk, 201 E. Ocean Drive, wrote to the City Commission with information on tennis playing times and number of people attending, size of the current and proposed tennis courts, and changes in the proposed bid from the original agreement. Barbara Tatarchuk asked the Commission to follow the recommendation of the Recreation Committee and reject the bid package that was presented by the Pickleball Club.
- April 15th, 2024, David Evangelista, 383 W. Ocean Drive, informed the City Commission of recommendations from the United States Tennis Association on recreational tennis courts dimensions.
- April 16th, 2024, Judy Burgett, 580 9th Street, wrote to the City Commission with thoughts on the dimensions of the proposed tennis courts, safety issues on the current courts including problems with the storage of the temporary pickleball nets, information on the usage of the tennis courts and past fundraising events, and a need for the Bocce court requiring additional seating.
- April 17th, 2024, Steve Dingel, 721 8th Street, wrote to the Commission in opposition to a proposed solar plant.

Mayor Raspe asked for citizen comments.

Joe Schmidt, 430 4th Street, commented on the need for a City Administrator and asked for the person to be required to be a Key Colony Beach resident and follow the same rules as residents.

There was no further comment.

5. Approval of Minutes

- a. February 12th, 2024 - City Commission Townhall Meeting
- b. March 18th, 2024 – City Commission Townhall Meeting ****addendum****
- c. March 21st, 2024 – City Commission Public Hearing
- d. March 21st, 2024 – City Commission Regular Meeting

Mayor Raspe asked for a motion to approve the minutes.

MOTION: Motion made by Vice-Mayor Foster to approve the minutes. Mayor Raspe asked for a second. Commissioner Colonell seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

6. Committee and Department Reports (written reports provided; Staff and Board Chairs available for questions)

- a. **Marathon Fire/EMS:** Marathon Assistant Fire Marshal Card gave his April report to the Commission and reported that no fire incidences occurred for the City and gave additional information on hazardous, public service, false alarm, and good intent calls. Marathon Assistant Fire Marshal Card informed on a successful

7-mile bridge run and spoke about the upcoming Offshore Grand Prix Boat Races. Assistant Fire Marshal Card gave the anticipated route and stated to anticipate good weather for the race. Assistant Fire Marshal Card informed on the Leadership Monroe Emergency Session and invited to stop by the Fire Station and partake.

Joe Schmidt, 430 4th Street, asked Assistant Fire Marshal on the traffic on US1 and driving in the left lane. A brief discussion followed on traffic and causes of delays.

Building Official Borysiewicz thanked Assistant Fire Marshal Card for the EMS services he received. Assistant Fire Marshal Card stated for the city to have some of the best paramedics in the country with vast knowledge on drug training.

- b. City Administrator's Report – Mayor Raspe
- c. Police Department – Chief DiGiovanni
- d. Building/Code Department – Building Official Borysiewicz
- e. Public Works – Public Works Department Head Guarino
- f. City Clerk – City Clerk Gransee
- g. Beautification Committee – Sandra Bachman
- h. Planning & Zoning Board – George Lancaster
- i. Recreation Committee – Richard Pflueger
- j. Utility Board - Bill Fahs

7. Mayor-City Administrator Items for Discussions & Approvals:

Mayor Raspe gave a summary of the Townhall meeting and informed about the first Vulnerability meeting that was held to give information on flood risk from sea level rises, tidal flooding, rain fall, and the combination of events. Mayor Raspe informed for the second part of the hearing to be held on May 13th.

Mayor Raspe reported on residents input on a proposed change in methodology in billing as well as input on going forward with a proposal on solar energy by the Retention Pond.

- a. **Review of Townhall Meeting held on April 15th, 2024**
 - i. **Discussion/Approval for a recommendation to the Utility Board on going forward with the proposal on Solar Energy by the Retention Pond.**

Mayor Raspe asked for a motion to reject the proposal of solar energy.

MOTION: Motion made by Vice-Mayor Foster. Mayor Raspe asked for second. Commissioner Colonell seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- ii. **Review of discussions on a change in methodology on charging for wastewater & third-party billing through the FKAA (Utility Board Meeting on 04/23/2024 for a recommendation to the Commission)**

Mayor Raspe introduced the agenda item and informed for the Utility Board to meet on April 23rd to make a recommendation to the Commission. Mayor Raspe informed to have requested particular numbers on the proposed changes to properly educate the public.

Commissioner Harding commented on the city's ability to continue to manage the billing and to look at the administration charge if charging by volume to stay within the city.

City Attorney Smits explained expected fluctuations depending on use and to expect the incurrence of costs due to code amendments and a possible rate study. City Attorney Smits informed having circulated information on Key West Statutes as well as having circulated FCAA agreements. City Attorney Smits agreed with Commissioner Harding on the city's ability to configure a methodology and to save money for the city.

Larry Mills, 251 4th Street, spoke on the verbiage of water in/water out, the use of water meters, irrigation systems and possible negative effects on the yards in the city.

Donald Steamer, KCB Resident & Utility Board member, stated for the term water in/water out to give a wrong impression and there to be no proposal that only considers water in/water out and gave further details on the proposed billing change. Donald Steamer reiterated not to use the term 'water in/water out' to avoid the wrong expectations on an increase in cost.

Barbara Cisna, 690 11th Street, stated to have attended the Townhall meeting and have given concern not to go with the concept. Barbara Cisna informed of being snowbirds with no water usage for a pool or irrigation system as well as having zero water usage for 8 month out of the year. Barbara Cisna stated for the proposal to be advantageous for residents in similar situations.

Vice-Mayor Foster recommended, based on the current workload of the city and mistakes made in the past by changing ordinances, to table the matter to continue the billing for the fixed rate and to revisit the matter when more time is available.

Commissioner Colonell concurred with Vice-Mayor Foster.

Commissioner Harding spoke about the benefit to the city to encourage ACH payments and to offer a possible incentive to sign up for recurring deductions.

City Clerk Gransee asked for a direction from the City Commission on how to go forward.

MOTION: Motion made by Vice-Mayor Foster to table the matter and to give the Utility Board direction if to proceed next year. Mayor Raspe asked for a second. Commissioner Colonell seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Attorney Smits gave understanding that this is a direction to stand down.

b. Discussion/Approval on a revised City Administrator Job Description & Employment Contract

Mayor Raspe introduced the agenda item and spoke on the suggested changes and input received. Mayor Raspe informed that the question of working hours and pay has not being settled as well as the time when an Administrator takes over. Mayor Raspe suggested for a 30 hour work week to be sufficient which is considered full-time by the IRS. Mayor Raspe suggested a salary of \$62,400.00 with full benefits or \$75,000.00 with no benefits. Mayor Raspe reminded for the job to be only three days a week and asked for more input from the Commission on pay, benefits, and working hours. Mayor Raspe asked to bring suggestions on this items to the next meeting and gave confidence for the job description being complete. Mayor Raspe stated for there to be no need for the Administrator being a direct supervisor and asked for suggestions to be sent to City Clerk Gransee to be disbursed to the Commissioners. Mayor Raspe agreed to a deadline of May 10th to return suggestions to City Clerk Gransee.

Commissioner Harding commented on the restrictions of Sunshine Law being a detriment to their work and further informed for the State of Florida to consider the position of City Administrator as an executive position. Commissioner Harding cautioned on the cost for total benefits and questioned the definition of labeling the position. Mayor Raspe agreed with the changing of the title. City Attorney Smits suggested the use of an independent contractor working under a 1099-status. Commissioner Harding stated for the title change to be most beneficial for the limitations to the significant amount of benefits.

c. Update on Marble Hall, Administrative Offices, and overall progress

Mayor Raspe reported that all city and club meetings are being held at Marble Hall and that exercise classes have resumed six days a week in the building. Mayor Raspe informed that preliminary engineering and architectural drawings for the Administrative Offices are being worked on with a possible stand-alone police department with EOC capabilities. Mayor Raspe further informed that progress will be posted as it evolves and asked for public input. Mayor Raspe further informed for the Hardening Grant to be able to be used for the stand-alone building.

Mayor Raspe updated on the completion of the Post Office with finished drywall, painting, and having met with USPS personnel. Mayor Raspe informed of a tentative move back to the building by Memorial Day once the lease is signed. Mayor Raspe stated that it was a group effort getting the Post Office ready and for the date not being absolute.

Mayor Raspe thanked the Beautification Committee for the landscaping and cleanup effort around City Hall.

8. City Commissioner Items for Discussion/Approval

a. Discussion/Approval of the appointment of Carman Slusher as a full member to the Planning & Zoning Board per the recommendation of the Planning & Zoning Board

Mayor Raspe introduced the agenda item and asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Foster. Mayor Raspe asked for second. Commissioner Colonell seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

b. Discussion/Approval of a proposal by Mittauer & Associates to provide engineering drawings for drainage improvements along 7th Street and Shelter Bay Drive in the amount of \$67,500 per the recommendation of the Utility Board from February 20th, 2024.

Mayor Raspe introduced the agenda item and asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Foster to approve. Mayor Raspe asked for second. Commissioner Harding seconded the motion.

DISCUSSION: Vice-Mayor Foster asked for the payment to be put on hold, upon approval, in order for the money to be reallocated from the remaining grant. Commissioner Harding believed to know an alternative and confirmed to Vice-Mayor Foster to be aware of Kate DeLoach working on the reallocation efforts.

ON THE MOTION: Rollcall vote. Unanimous approval.

c. Discussion/Approval of two proposals by TikiHuts for the construction of a new Tiki Hut Gazebo

- i. New Tiki Hut 22x22 Single Roof (8 Pole Round) – Gazebo behind City Hall in the amount of \$14,336.00.
- ii. Fire Retardant for the Tiki Hut 22x22 Single Roof (8 Pole Round) in the amount of \$1936.00.

Mayor Raspe introduced the agenda item and informed for the structure to be in bad shape with extensive spalling. Mayor Raspe informed that the Building Official Borysiewicz recommended replacement with a Tiki Hut for cost savings. Mayor Raspe informed of proposals from TikiHuts for the construction of a new Tiki and the fireproofing of the thatch. Mayor Raspe asked for a motion to approve.

MOTION: Motion made by Commissioner Harding to approve. Mayor Raspe asked for a second. Commissioner Colonell seconded the motion.

DISCUSSION: Vice-Mayor Foster asked about the cost to remove the old structure. Public Works Department Head Guarino informed on the need to obtain bids for the roof. Building Official Borysiewicz clarified that Public Works Department Head Guarino made him aware of the bad shape of the structure and replacement with a Tiki Hut. Commissioner Harding informed on an engineering report and agreed with the proposal being the most cost effective solution. Mayor Raspe confirmed for the pavers staying in place and the new posts outside the paver area. There was no further discussion and Mayor Raspe asked for a rollcall vote.

ON THE MOTION: Rollcall vote. Unanimous approval.

d. Discussion/Approval of a recommendation by the Recreation Committee to reject the proposed ITB (Invitation to Bid) 2024-02 for the Tennis Courts, Pickleball Courts, and Playing Surface at 7th Street Park.

- i. Memo by the Pickleball Club regarding the approval of a new ITB for two Tennis Courts.
- ii. Draft ITB 2024-02 7th Street Park
- iii. Recommendation by the Recreation Committee – Chair Richard Pflueger
- iv. Comments by the Pickleball Club Board of Directors from 04-11-2024

Mayor Raspe introduced the agenda item and asked to combine Agenda Items 8d and 8e. Mayor Raspe entertained a motion to support the Recreation Committee’s proposal to reject and to put the project back out to bid and going back to Option 4 as it was approved and originally stated.

City Attorney Smits confirmed to be able to incorporate both items and informed on the additional recommendation under item 8e. to rewrite the bid, have Building Official Borysiewicz be in charge, and consult with both tennis and pickleball in the formulation of Option 4. Mayor Raspe informed having received consensus from both parties at the Recreation Committee meeting as long as Building Official Borysiewicz confirms no time constraints and being comfortable in the position. Building Official Borysiewicz stated the need for more input from the tennis side and informed on the previous bid having come in more than double what was anticipated. Building Official Borysiewicz apologized for not having included the tennis group in the bid discussion meeting and explained the attempt to downsize the tennis courts to a recreational size and as well as four foot fence due to aesthetics and cost reduction. Building Official Borysiewicz further talked on the utilization of the existing basketball was not taken into consideration under the first bid and to be included in the second bid. Building Official Borysiewicz stated to have been informed for the tennis group asking to stay with the original size court and the necessity of the 10 foot fence. Building Official Borysiewicz gave his belief for everyone to be in agreement utilizing the original bid. Building Official Borysiewicz suggested to possibly breaking the bid down and Public Works to complete some land preparation in addition for base work being able to completed locally for cost savings. Building Official Borysiewicz continued explaining that specialty contractors will be hired for the

leveling and striping of the tennis courts, fencing, and landscaping and monies can be saved by hiring local contractors.

Mayor Raspe stated his understanding for the Pickleball group being in agreement with the current process and time being of the essence. Mayor Raspe asked for a motion.

MOTION: City Attorney Smits stated the motion for the record: To reject ITB 2024-02 and to accept and approve the recommendation from the Recreation Committee. Mayor Raspe stated so moved and asked for a second.

DISCUSSION: Vice-Mayor Foster suggested the need for an additional motion. City Attorney Smits stated for agenda item d. to include the rejection and for item e. to appoint Building Official Ed Borysiewicz to be the contact and lead person in the preparation of the bid package, 2) rewrite the bid to go back to the original Option 4 as it was approved, and 3) for Building Official Borysiewicz to consult with members from each sport. Vice-Mayor Foster gave agreement to the clarification. City Attorney Smits restated the motion to accept the recommendation to reject bid 2024-02 and accept the recommendation under e as it was stated.

ON THE MOTION: Commissioner Harding seconded the motion.

FURTHER DISCUSSION: Building Official Borysiewicz asked on bid threshold requirements. City Attorney Smits stated to work with the Building Official and gave further information on threshold requirements for transparency.

Mayor Raspe invited the public for input.

Richard Pflueger, 240 8th Street, asked if additional public review will be provided before the bid goes back out. City Attorney Smits explained for Building Official Borysiewicz to consult with both groups in coming up with the bid and for there to be no need to bring it back to the Commission. Mayor Raspe explained that once both groups have come to an agreement through Building Official Borysiewicz the bid will go out.

Commissioner Harding asked for the possibility to have the completed bid posted on the city's website and reviewed by the public. City Attorney Smits confirmed the suggestion. Commissioner Harding suggested to have the completed bid posted for three days to provide the ability for public comment.

Monica Greene, Treasurer, Pickleball Club, stated for the Club to support moving forward with Option 4 and clarified the basketball court was addressed based on the recommendation from Commissioner Harding from the September 21st, 2023, meeting. Monica Greene further stated that the club contracted with an engineering firm and asked for directives on closing out the contract or utilizing the engineer for the bid package. City Attorney Smits recommended to keep the contract open for sufficient detail and scope. Mayor Raspe asked Building Official Borysiewicz to address the topic of the basketball court with both groups.

Commissioner Harding recalled the approval of the original option to move the basketball court over to 8th Street Park and use that court as a backup for pickleball, and the basketball court on 7th street would be gone and replaced with the tennis courts.

Commissioner Harding stated his suggestion was concern moving the basketball court over and finding out it has to be used constantly for pickleball; and if it should be considered keeping the basketball court in the area by 7th Street with the tennis courts and have the full area for pickleball over by 7th Street.

Commissioner Harding clarified that this was only a comment he made for concern for doing all the work for pickleball and still not have enough capacity. Commissioner Harding stated his thoughts were to keep the basketball court in the same area with enough room to add two tennis courts and to perhaps pursue the option to find out cost.

Building Official Borysiewicz asked for clarification on the two new tournament style tennis courts and whether the basketball court will be incorporated and kept for utilization or if the basketball court will be kept in its location with a separate tennis court.

Commissioner Harding stated his thoughts if enough room was available to retain a basketball court and two tennis courts on 7th Street.

Building Official Borysiewicz asked for clarification not to be able to use the existing basketball court as a base for the tennis court.

Commissioner Harding suggested to look at the current layout and the possibility of using the court as the base and the reuse a larger area for two tennis courts and a basketball court to be the better option. Commissioner Harding explained his prior concerns for the basketball court at 8th Street to be used more for pickleball and to keep the area all pickleball. Commissioner Harding gave further concerns that in three years the basketball courts have to be moved again.

Vice-Mayor Foster gave his understanding that one of the courts, whether pickleball or tennis, will have a half-court and not having observed utilization of the entire court. Vice-Mayor Foster gave his observations of pickleball being played on the basketball court and not seeing a need for a full basketball court but rather a half-court. Vice-Mayor Foster explained that one of the courts can have a net with an arching arm which will satisfy the need and the only question to be addressed is who's court it will go on. Vice-Mayor Foster gave his understanding of the intent of the proposal to use the existing basketball base for cost.

Commissioner Harding agreed with Vice-Mayor Foster that a half basketball court would be sufficient on 7th Street and if space permitting a half basketball court and two tennis courts to be the best long-term solution in cost.

Barbara Tatarchuk, 201 E. Ocean Drive, clarified previous tennis group concerns to have the tennis courts primarily used for tennis and not to have additional striping for other sports. Barbara Tatarchuk gave agreement with a separate basketball court but not a dual usage. Commissioner Harding agreed with Barbara Tatarchuk and stated for there to be enough room for two tennis courts and half a basketball court.

Mayor Raspe asked Barbara Tatarchuk to convey her message to Building Official Borysiewicz. There was no further discussion and Mayor Raspe asked for rollcall.

ON THE MOTION: Rollcall vote. Unanimous approval.

- e. **Discussion/Approval of a recommendation by the Recreation Committee for: 1) The City Commission to appoint Building Official Ed Borysiewicz to be the contact and lead person in the preparation of the bid package, 2) rewrite the bid to go back to the original Option 4 as it was approved, and 3) for Building Official Borysiewicz to consult with members from each sport. **see under 8 d.****

9. Secretary-Treasurer's Report

- a. **March 2024 Financial Summary:** Commissioner Harding gave the March Financial summary in his position as Secretary-Treasurer. Commissioner Harding reported revenue being above budget target, pickleball donations, boat trailer revenue budgeting above exceptions, year to-date expenses being below budgeted target. Commissioner Harding reported for Infrastructure Funds having been reduced by a Stormwater payment and asked to make a motion, that once reimbursement funds come back into the Stormwater account, that the funds will be transferred back into the Infrastructure fund.

MOTION: Motion made by Commissioner Harding to transfer the funds. Vice-Mayor Foster seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Commissioner Harding updated on the application for advance payment requests with the State to look encouraging.

Commissioner Harding informed on the legal fees for March and for litigation to be included in the bills and the current running balance for the City.

Commissioner Harding informed on Wastewater targeting below budget and that for this month to include two months of electric bills, and that most of the Stormwater fees were collected.

Commissioner Harding updated on the FEMA grant for the dry proofing of the maintenance building, providing feedback to the State of Florida and having to follow up with City Attorney Smits on competitive engineering bids and additional budget from FEMA.

Commissioner Harding informed on the FDOT 2022 grant application and having provided all final documents. Commissioner Harding stated that once the budget is approved by the Governor the contract will be release for approval.

Commissioner Harding had no updates on the FDOT 2024 application and stated not to expect anything back until May.

Commissioner Harding reported that an update was provided to the State of Florida for the City Hall grant and having worked with Building Official Borysiewicz on a modification on building plans for a stand-alone building which was submitted to the State. Commissioner Harding reported on having not received any feedback from the State and cautioned for a reduced amount grant funding due to a smaller building and cost. Commissioner Harding stated to have kept the grant active with the modification and to be waiting for feedback from the State of Florida.

- b. Approval of Warrant 0324 in the amount of \$803,925.48:** Commissioner Harding asked Mayor Raspe for approval of Warrant 0324 in the amount of \$803,925.48.

MOTION: Motion made by Mayor Raspe to approve the Warrant. Commissioner Harding seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Inaudible question by resident.

Commissioner Harding explained for the warrant to include all city bills including the wastewater and stormwater bills. Commissioner Harding further explained for this month to include a big stormwater bill which will be reimbursed by grant monies.

10. City Attorney's Report

City Attorney Smits informed having done a lot of work with the Utility Board on the Aquaduct billing, which the Commission verified does not have to be continued.

City Attorney Smits informed having attended the Recreation Committee meeting and for the code claim for 1000 W. Ocean having been resolved.

City Attorney Smits stated to be well within budget for legal with the exception of litigation and to provide a budget for it.

City Attorney Smits stated to have talked with everyone before the meeting and asked if anyone had additional questions.

Commissioner Harding informed for the administrative cost for processing legal and staff time to be outdated and offered to work with legal and staff to calculate an updated cost assessment. City Attorney Smits stated to be happy to work with Commissioner Harding on the task. Mayor Raspe agreed.

11. Ordinances & Resolutions

- a. **SECOND/FINAL READING of Ordinance No. 2024-489:** An Ordinance of the City of Key Colony Beach, Florida, amending the Code of Ordinance Article VI – Finance, Section 2-75, to increase the discretionary spending threshold, amending the language containing scrivener’s error, repealing conflicting Ordinances, providing for severability, and providing for an effective date.
 - i. Ordinance No. 2024-489
 - ii. Business Impact Statement
 - iii. Proof of Publication

Mayor Raspe provided the second reading of Ordinance No. 2024-489 and asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Foster. Mayor Raspe asked for a second. Commissioner Colonell seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- b. **Resolution 2024-06: A Resolution of the City Commission of the City Of Key Colony Beach, Florida, approving Florida Department of Transportation 2022 Transportation Alternative Fm451639-1-58-01 attached hereto as Exhibit “A”; providing for an effective date.**

Mayor Raspe provided the reading of Resolution 2024-06 and asked for a motion to approve.

MOTION: Motion made by Commissioner Harding. Mayor Raspe asked for a second. Commissioner Colonell seconded the motion.

DISCUSSION: Commissioner Harding explained the application requirement by FDOT for a formal resolution.

ON THE MOTION: Rollcall vote. Unanimous approval.

12. Commissioner’s Reports & Comments

- a. Commissioner Harding
 - i. **Wastewater sampling summary report for April 15, 2024:** Commissioner Harding reported a spike in Covid in the previous week and for the State of Florida being low in numbers. Commissioner Harding reported small numbers of influenza in the previous month and now being back to zero.
 - ii. **Feedback from Key Largo on wastewater solar:** Commissioner Harding informed not to address the topic further but to be available for questions.
 - iii. **Discussion on re-starting the monthly Community Rating System Workgroup Meeting for Key Colony Beach:** Commissioner Harding gave background on prior work for the CRS audit and suggested to restart the meeting on a monthly basis. Commissioner Harding informed on the current rating and stated for the monthly meetings having benefited setting up the city for its yearly audit. Commissioner Harding stated for Building Official Borysiewicz to be a key player and asked for input. Building Official Borysiewicz recalled the start of the CRS program in the 90’s and recalled it being a positive project with annual audits. Building Official Borysiewicz informed on recordkeeping practices to comply with CRS requirements and spoke of the increase in the CRS discount due to the increase in flood

elevation requirements. Building Official Borysiewicz informed for the city having increased the elevation requirements above State requirements in order to receive a higher CRS discount. Building Official Borysiewicz informed on having received resident phone calls for CRS credits that are not being applied. Building Official Borysiewicz informed not having been able to verify with insurance companies or FEMA on the current standing for the application of CRS credits.

Commissioner Harding suggested reaching out to the prior CRS contact for the State. City Clerk Gransee confirmed to be able to provide the contact information. Commissioner Harding informed having seen public announcements on positive news on CRS increases and to look further into it.

Vice-Mayor Foster asked on the advantage and disadvantage for the extra two feet of freeboard for the city. Building Official Borysiewicz explained FEMA maps and the changes in the center of the city over time. Building Official Borysiewicz further explained elevation requirements and changes due to the Florida Building Code. Building Official Borysiewicz stated, that the requirements by the city to add two additional feet, made 80 % to 85% of the city non-conforming. Building Official Borysiewicz clarified the meaning and consequences of having a non-conforming structure and the consequence of the 50-percent substantial improvement rule. Building Official Borysiewicz continued explaining that the prior Building Official stated that a non-conforming building below flood elevation could not expand horizontally. Building Official Borysiewicz stated to have looked, alongside Mayor Raspe, at the Florida Building Code and FEMA interpretations and having received confirmation from the State to still be able to go horizontal. Building Official Borysiewicz cautioned to be careful with any additions to a house due to being non-conforming and not going over the 50-percent rule.

Vice-Mayor Foster asked Mayor Raspe for Building Official Borysiewicz to revisit the topic and reverse the requirement of an extra two feet. Mayor Raspe agreed and asked Building Official Borysiewicz if this can be done. Building Official Borysiewicz informed to have to look into the possibility and cautioned on an increase in flood insurance from FEMA.

Commissioner Colonell asked City Attorney Smits on the possibility of being subject to lawsuits from residents that complied and made improvements because of the elevation change.

City Attorney Smits informed that laws are always changing and does not see it as something that result in liability issues for the City.

Planning & Zoning Chair Lancaster informed that the change was not just in the elevation but in the height of the entire dwelling and for the change to have been a lengthy process.

Vice-Mayor Foster explained for the requirements to be in the LDR's and the change to be fairly simple but the question on FEMA should be answered first.

Discussion followed on height requirements in the City.

Building Official Borysiewicz reminded for the new FEMA flood maps not having been finalized and for heights having to be increased again if the maps are approved the way they are.

iv. Update on PFAS EPA Regulation announcement: Commissioner Harding updated on the new EPA PFAS requirement which was released April 10th and represents the first national drinking water standard. Commissioner Harding explained the purpose behind the regulation to protect against chemicals found in freshwater sources and causing significant health issues. Commissioner Harding informed for the Florida Aquaduct to be required to adhere to the new monitoring standard in three years and to have results publicly noticed starting in 2027. Commissioner Harding further reported for additional standards to be adhered to by 2029. Commissioner Harding explained that the FKAA will provide a press release to inform on timelines and implementation.

The Commission took a brief recess at 11:27 am.

b. Commissioner DiFransico: Absent.

- c. **Commissioner Colonell:** Commissioner Colonell informed on having talked to Kate DeLoach on the usage of monies for the renovations of Marble Hall and the construction of the new EOC building. Commissioner Colonell reported for Kate DeLoach having received positive comments on the possibility and for it to be also reimbursable. Commissioner Colonell talked on the ability to use the money for both projects and to take advantage of the full grant with the ability of a change order. City Attorney Smits stated for Kate DeLoach to be very helpful. Commissioner Harding cautioned for the Hardening Grant not to be supported for anything below base flood level and for the grant to detail elevation requirements and being above base flood level. Commissioner Harding gave his understanding that FEMA will not support anything below flood level unless it involves dry or wet flood proofing. Commissioner Harding continued explaining the funding process and informed on not having received a response to the quarterly reports. Commissioner Harding stated that in general no federal funds are supported for repairs or mitigation below base flood level.

Mayor Raspe excused City Attorney Smits from the meeting.

- d. **Vice-Mayor Foster:** Vice-Mayor Foster informed for Kate DeLoach to be aware of the rules and asked to give her a chance to come back with answers. Vice-Mayor Foster commended Mayor Raspe for his efforts getting the Post Office back and asked to keep John Misa in everyone's prayers during his health problems.
- e. **Mayor Raspe:** Mayor Raspe had nothing additional to add.

13. Citizen Comments:

Joe Schmidt, 430 4th Street, stated that the necessary mitigation to protect Marble Hall from storms was not deployed and asked to make sure that the proper bulk heads are being placed. Joe Schmidt further stated that problems could have been avoided and wants to make sure that everyone is aware of what needs to be done to be avoided again.

Building Official Borysiewicz clarified the available flood panels for Marble Hall and that Marble Hall was considered a refuge of last resort. Building Official Borysiewicz explained that the city was able to receive a grant in the nineties to retrofit Marble Hall which included the flood panels, retro fitting all trusses on the roof, accordion shutters, and for Marble Hall having been flood proofed. Building Official Borysiewicz recalled uncertainty on putting the flood panels up during Hurricane Irma and preventing Marble Hall being used as a last resort. Building Official Borysiewicz informed on his decision to leave the panels off to provide people a refuge of last resort. Building Official Borysiewicz explained that the storm got strong fast and the decision to have Marble Hall as a last resort was too dangerous and left no time to put the panels on. Building Official Borysiewicz explained for this to have been his responsibility and gave further information on the location of the shutters, tracks, and panels.

14. Adjournment:

The meeting adjourned at 11:39 am.

Respectfully submitted,
Silvia Gransee
City Clerk



CITY OF MARATHON FIRE RESCUE

8900 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-5266 Fax: (305) 289-9834

Memorandum

Date: 5/1/2024
To: Honorable Mayor and City Council members
From: John A. Johnson, Fire Chief
Through: George Garrett, City Manager
Subject: April Month End Report

ALARM RESPONSES

	April
Fire Incidents	2
Hazardous Condition	3
Public Service	23
False Alarm Fire	6
Good Intent Call	14
EMS	106
Inter-facility Transfers	38
Total for Month:	192
Total Calls for Calendar 2024:	856

KCB BREAKOUT REPORT	November
Fire Incidents	
Hazardous Condition	1
Public Service	2
False Alarm Fire	1
Good Intent Call	2
EMS	3
Total for Month:	9

FIRE PREVENTION

	April
Fire Inspections	26
Fire Safety Plan Review	14
Vacation Rental Inspections	108
Occupational License Inspections	0
Annual Life Safety Inspections	0
Event Inspections	2
Annual State Inspections	0
DHR Follow-Up Inspections	0

VACATION RENTALS

	April
Total Applications Processed	103
Vacation Rental Inspections	108
Total VR Fees Collected	\$98,025.00
Agent/Local Contacts Trained	14
Total VR Licenses Issued	96

OPERATIONS:

• Training:

- **Fire Officer Training:** All Fire Officers maintained daily incident management, continuing education.
- **EMS Training:** This month the Firefighters completed 160 hours of training. This training includes monthly medication exercises, updated protocols, and an EMS equipment refresher. Also, we had two weeks of new hire protocol training.
- **Fire Training:** All firefighters continue to conduct daily shift drills; they also completed NFPA 1410 hose drills.
- **Tactical Medic Program:** This month three (1) firefighters participated in 8-hours of SWAT Call Out with MCSO. The department has chosen to sponsor two additional swat medics, FF Ornelas and FF Rodriguez, who will be traveling to complete the TEMS course next month.
- **Combined Training:** Vector Solution software for all shifts, a total of 161 courses were taken, which totaled 225.38 hours of training.
- **Instructors on Staff:** We have a total of six instructors with live fire training certifications and seven EMS instructors.

BENEVOLENT FIREFIGHTER SERVICES

Benevolent met this month for a short meeting regarding coordination of trash pickup. The demolition of Station 16 was also discussed and has been scheduled for May 4th at 8:00 AM, a dumpster will be delivered prior to the demo. The Benevolent also discussed the 7 Mile Grand Prix Boat Races which MFR did attend in FB-14. The Benevolent offered Station 14's Conference room to the boat racers for a meeting prior to the races. Following the meeting the Benevolent members picked up trash along the length of the airport runway on 107th Street and Aviation Blvd. As always, we continue to support recruitment of additional personnel coordinated through the Marathon Fire Rescue Benevolent Association.

INFORMATION

The two new firefighter paramedics have completed their orientation and are now on shift where they will complete their one year of probation. They have been exposed to several challenging training exercises in Fire and EMS and learned our medical protocols. Now they will continue to train and learn.

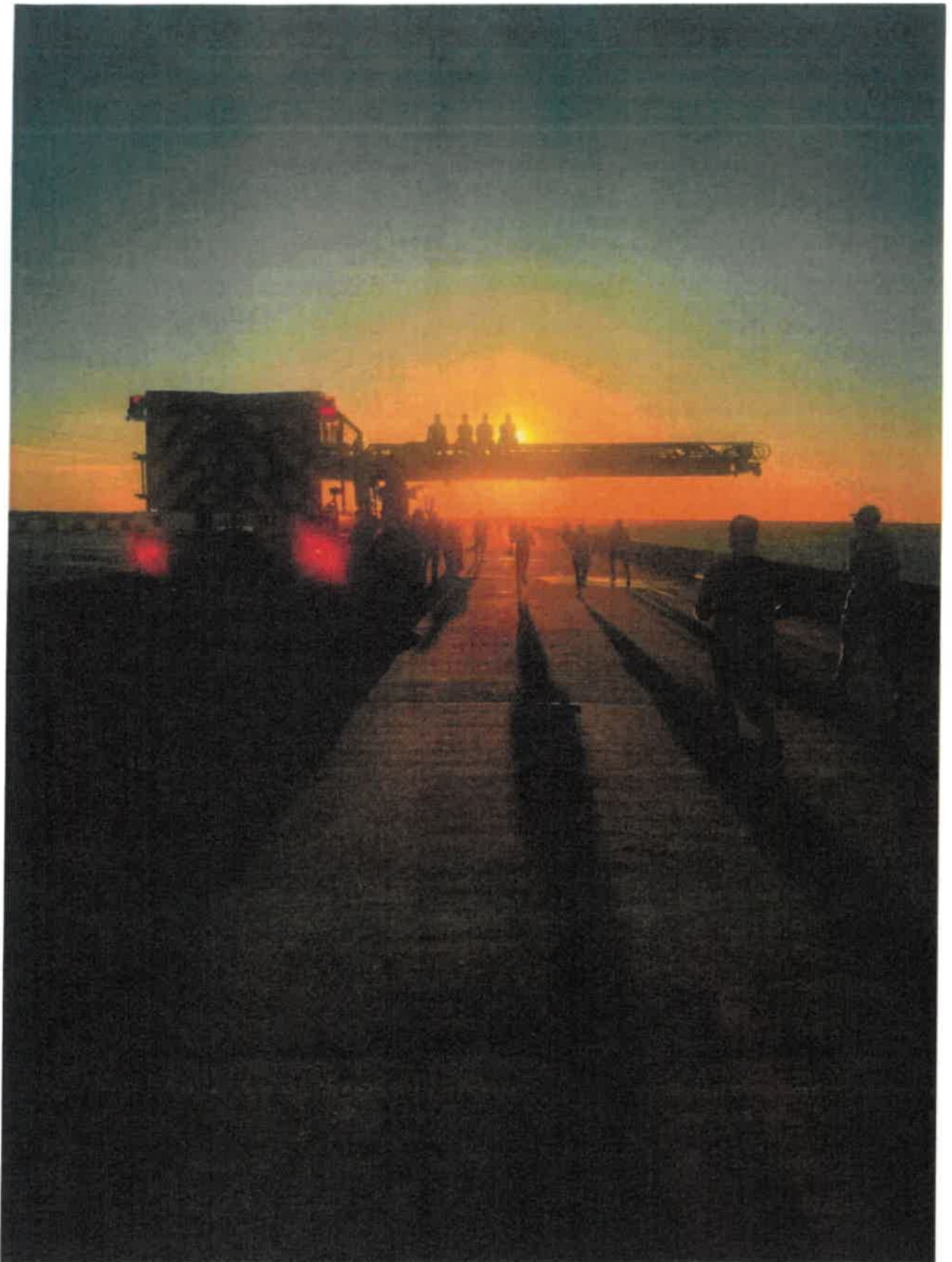
Here we are again approaching storm season. This year was stated to be another above average season. Michael Mann and his colleagues from the University of Pennsylvania have predicted a record-breaking 33 named storms for the 2024 North Atlantic hurricane season. It is the highest count ever projected. The season officially starts on June 1st. This is the time we start looking at our storm plans, prepping our property, and arranging where we will be going if we do need to evacuate.

Our Cadet Explorer program has been very active this last month. Their live fire burn and graduation is scheduled for May 17th for the seniors. They have also taken their Emergency Medical Response state exams. The program is going strong and is producing potential future Firefighters.

PUBLIC OUTREACH IN APRIL:

ACTIVITIES ATTENDED IN APRIL:

Weekly Director Call
City Council Meeting
KCB Meeting
Hamilton Vent Training (2)
MHS Special Olympics Send Off
7 Mile Bridge Run
MADD Skit at MHS
Leadership Monroe 2024 & Vehicle Extrication
7 Mile Grand Prix Boat Races
New Hire Graduation Ceremony







City Administrator Report

Attended

Beautification Committee meeting
Utility Board Meeting
Grill Dedication for PW
Kids Fishing Derby Meeting
Legal meeting
Attended Recreation Committee meeting
Townhall meeting
Safety Meeting with City Staff
Building Dept meeting
Commission meeting
Utility Board meeting
Planning and Zoning Board meeting

Commission Meeting Report Outline

April 18, 2024, to May 06, 2024

Mayor Raspe,

Since the last Commission meeting on April 18, 2024, the Key Colony Beach Police Officers responded to the following:

A. REPORTS

1. 4/26/2024

Report Number KCB24OFF000011

Sadowski Causeway

Accident no Injuries

Result: Crash Report Completed

B. MEDICAL/ALARM CALLS

Total Calls: 4

C. CALLS FOR SERVICE

Total Calls: 141

D. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 54

E. PROVIDED BACK-UP/ASSISTANCE TO MCSO, FHP, FWC, COAST GUARD OR U.S. BORDER PATROL

Total: 4

F. CITATIONS/WARNINGS

- 1. Traffic Citations: 5**
- 2. Traffic Warnings: 32**
- 3. Code Citations: 0**
- 4. Code Warnings: 1**

G. ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

April 19, 2024 - Darrin from Public Works, assisted me in replacing the batteries in the speed signs on West Ocean Drive and on Sadowski Causeway. We are looking for suggestions on what messages to display on the signs.

April 24, 2024 – There was a meeting with the labor attorney in reference to the South Florida Police Benevolent Association, PDA, contract between the City and the police officers.

April 25, 2024 – April 26, 2024 - I attended the Florida Mutual Insurance Trust (FMIT)/Law Enforcement Advisory Panel (LEAP) Meeting, along with 20 other Chiefs. We discussed safety initiatives to lessen workers' compensation claims for our agencies. We also discussed other issues that we are facing and heard from those who have already dealt with the same issues. The guest speaker at this meeting was Jonathon Burke. Burke teaches "verbal and physical de-escalation through principals, solutions, concepts and tactical philosophies." Burke demonstrated some physical techniques for de-escalation. FMIT also provided information to each agency representing the number and type of claims filed. (See attached).

April 29, 2024, and May 6, 2024 - I attended the Sheriff's weekly staff meeting. The meeting is on Stock Island at the Monroe County Sheriff's Office. Members of his staff and other agency partners like Key West PD, Florida Highway Patrol, Florida Wildlife Conservation Commission, US Coast Guard, Florida Department of Law Enforcement, and other occasional guest, discuss things that are going on in their respective agencies. Partnership is the theme of these meetings. At this past meeting, (May 6), 2 deputies from the Sheriff's Office are leaving, one is retiring, and the other is relocating out-of-state. The Sheriff presented them with awards in appreciation of their years of service.

April 30, 2024, the first meeting was held in Marble Hall for the 17th Annual Ron Sutton Memorial Kid's Fishing Derby. The following volunteers arrived to help

with the derby preparations: Kitty Sutton, Marian Buccafurni, Michelle Smoot, Vice-Mayor Freddie Foster. Mayor Raspe and I discussed the general agenda for the derby and tasks were issued to all.

April 30, 2024 - Officer Burden along with MCSO Deputy Daniels, assisted with traffic control, while staff and friends from the Fairfield Inn, Marathon, held a cancer walk in Key Colony Beach on Tuesday. "WALK 100 MILES to support those touched by cancer in April" by the American Cancer Society, ended at Sunset Park in KCB.



May 3, 2024 - Local Law Enforcement Appreciation Day 2024

Mike Genoun, President, and CEO of Florida Sport Fishing TV, expressed his appreciation to local law enforcement officers by taking them out fishing, pulling up plenty of fish and creating great memories.

Onboard: Key Colony Beach Police Officer John Buckwalter, KCBPD Officer Ross Bethard, Florida Highway Patrol Trooper Jay Fraioli and Florida Wildlife Conservation Commission Officer Jon Hettel.



LETTERS RECEIVED

A letter was received on April 30, 2024, expressing appreciation for Officer Burden taking his time out to speak with a couple visiting from Harbor Springs Michigan. The author is an officer from Harbor Springs Police Department, and he explained how safe he and his family felt in KCB. (See attached.)

I am currently working on the FY 2024/2025 Budget.

Sgt. Buxton continues to assist in the office while on light-duty status.

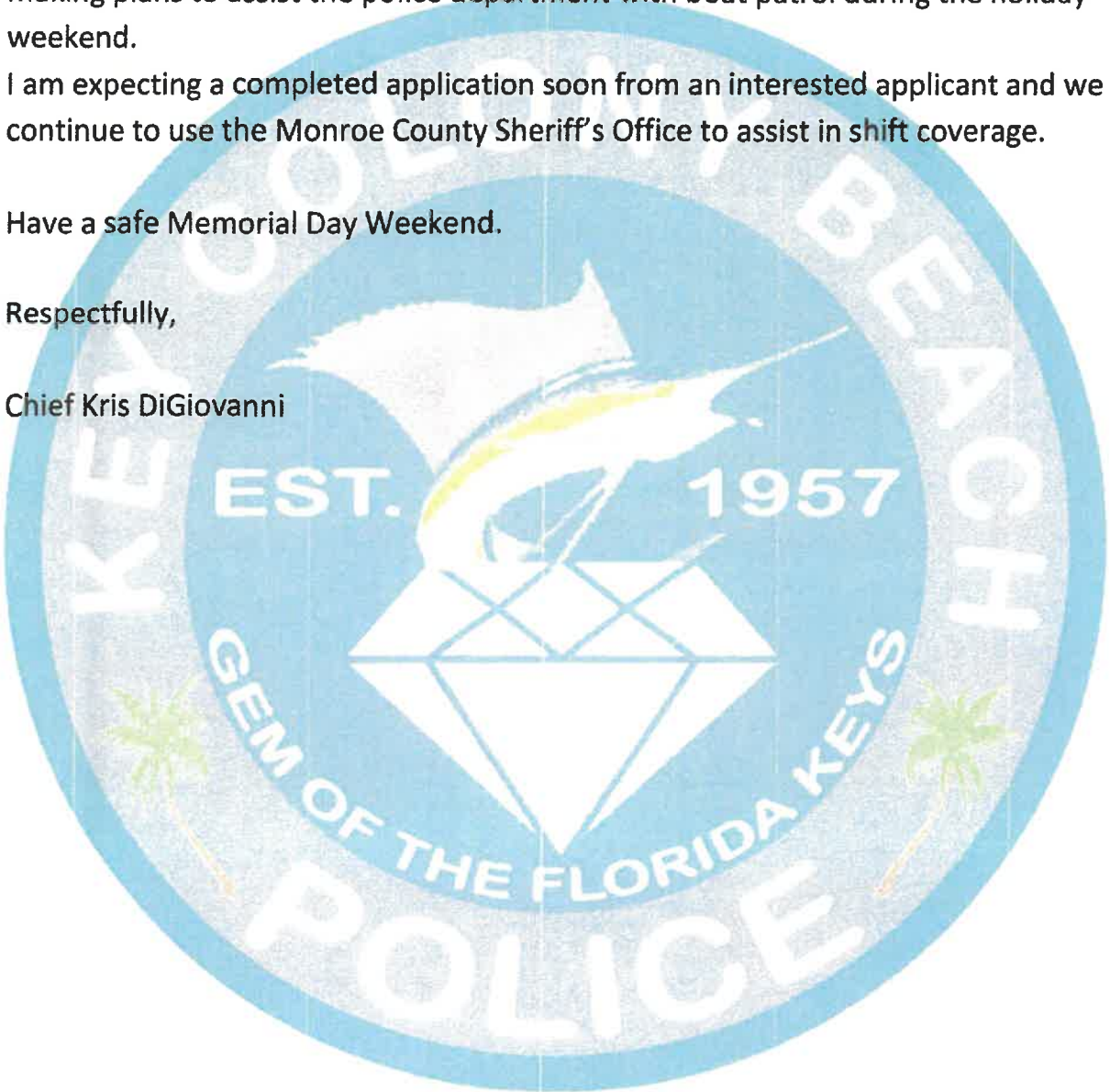
We have discussed Memorial Day Weekend with Officer Ross Bethard. He is making plans to assist the police department with boat patrol during the holiday weekend.

I am expecting a completed application soon from an interested applicant and we continue to use the Monroe County Sheriff's Office to assist in shift coverage.

Have a safe Memorial Day Weekend.

Respectfully,

Chief Kris DiGiovanni





Reporting Date
2/29/2024

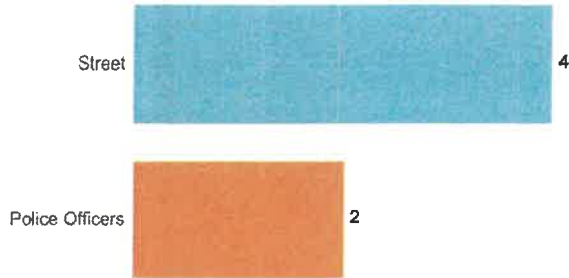
Member
0299 - CITY OF KEY COLONY BEACH

All

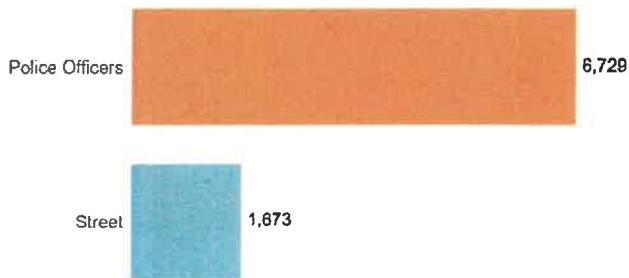
Event Description

Recent Years
5

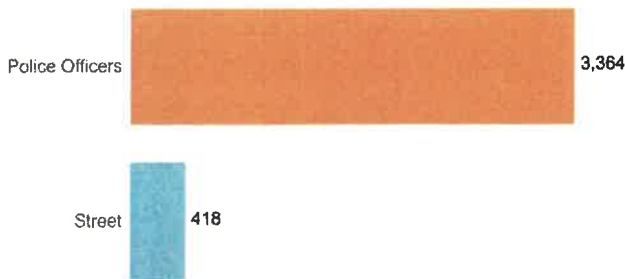
Claims by Department



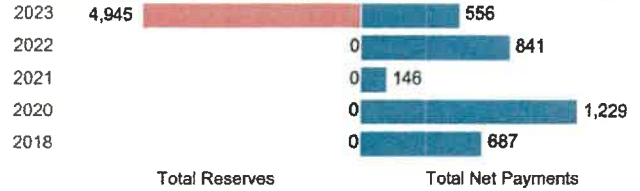
Losses by Department



Severity - Avg. Loss per Claim



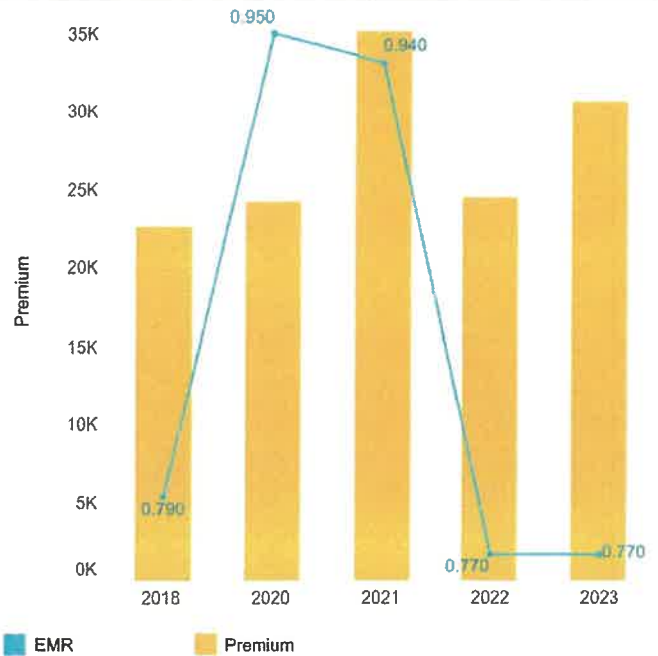
Current Financials by Fund Year



Losses by Claim Type

Claim Type Description	Claim Count	Total Net Payments	Total Reserves	Total Incurred
Medical Only	6	3,458	4,945	8,402

EMR Development



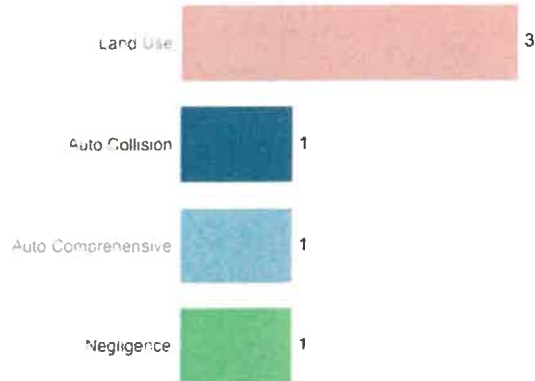
Top 10 Claims

Claim Number	Indemnity Paid	Medical Paid	Expense Paid	Total Paid	Total Recovery	Total Reserves	Total Incurred
WC2023161748	0	556	0	556	0	4,945	5,500
WC2021151519	0	1,229	0	1,229	0	0	1,229
WC2023160949	0	739	0	739	0	0	739
WC2019144259	0	722	0	722	35	0	687
WC2022155625	0	146	0	146	0	0	146
WC2022158051	0	102	0	102	0	0	102
Grand Total	0	3,493	0	3,493	35	4,945	8,402

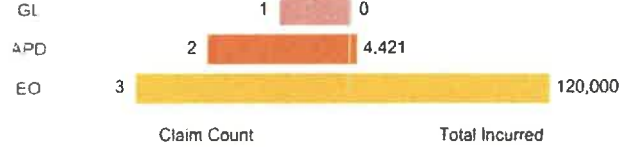


Reporting Date 4/30/2023	Member 0299 - CITY OF KEY COLONY BEACH	All	Event Description	Recent Years 5
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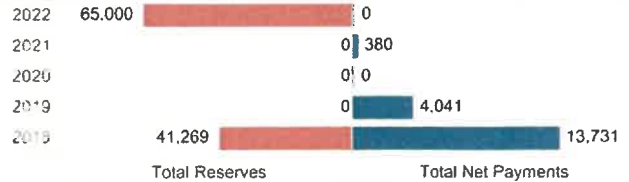
Claims by Claim Type



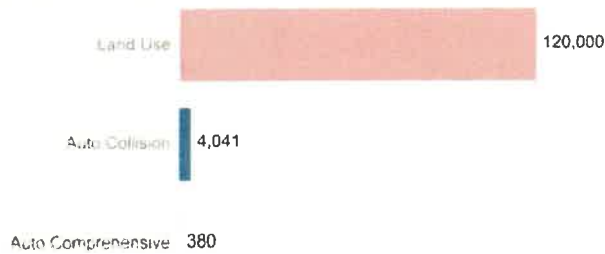
Summary by LOB



Current Claim Financials by Fund Year



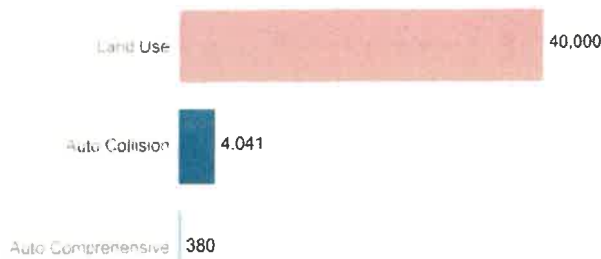
Losses by Claim Type



Losses by Location Type

Location Type Desc.	Claim Count	Total Net Payments	Total Reserves	Total Incurred
Private Property	1	0	65,000	65,000
GL - Other Location	2	13,731	41,269	55,000
Streets/Roadway (Not an In...	1	4,041	0	4,041
Other	2	380	0	380

Severity - Avg. Loss per Claim



Top 10 Claims

Claim Number	GL_Paid	POL_Paid	EO_Paid	AL_Paid	APD_Paid	RPP_Paid	Total Reserves	Total Incurred
GC2023110836	0	0	0	0	0	0	65,000	65,000
GC2022104884	0	0	13,731	0	0	0	41,269	55,000
VA2020097260	0	0	0	4,041	0	0	0	4,041
VA2022105055	0	0	0	0	380	0	0	380
GC2021102032	0	0	0	0	0	0	0	0
GC2022104847	0	0	0	0	0	0	0	0
Grand Total	0	0	13,731	4,041	380	0	106,269	124,421

KYLE KNIGHT
Chief of Police

170 Zoll Street
Harbor Springs, MI 49740
Phone: 231-526-6211
Fax: 231-526-2699



www.harborspringspolice.com

Officer Joshua Johnston
Officer Tyler Swiss
Officer Tyler Hoff
Officer Nick Strobel
Officer Spencer Bishop
Officer Daniel Steele

Good Morning Chief,

I hope all is well in Key Colony! I am reaching out to thank you, Officer Burden for taking the time out of your day to speak with me and my little family. From my family to your department we want to thank you all for your professionalism, and all your work for the community. While I am not a resident, or a second homeowner we appreciate your services.

It is not lost on us how difficult this job is, and your department is doing a great job on making the community feel safe. It is always difficult going to a new area with your loved ones when you are in this line of work. You are wondering if you are in a good area, if your loved ones are safe, and I can tell you that we never felt unsafe. We were never afraid of walking outside, or going for a midnight walk. That means the world to a young couple when you are carting around your little one.

Thank you and your team for hosting us for a week, and we hope to be back and see you all again.

We hope you all stay safe, and most importantly stay out of the snow that we have here in Michigan.

Respectfully,

Officer N. Strobel
Harbor Springs Police Dept.
Badge: 24

Key Colony Beach Police Department

Monthly Activity Report

Month: April

Year: 2024

852

856

858

855

857

Totals:

Hours

FTO
Bike Patrol
Boat Patrol
Training

0	0	0	0	0		0
0	0	0	0	0		0
0	0	0	0	0		0
0	0	0	0	0		0
						0
						0

Calls For Service

Calls Completed
Reports / Suppl Written
Follow Ups

0	67	47	27	0		141
0	1	0	0	0		1
0	0	0	1	0		1

Traffic Activity:

Traffic Stops
Traffic Citations
Written Warnings
Verbal Warnings
Parking Citations

0	10	23	1	0		34
0	3	2	0	0		5
0	0	10	0	0		10
0	9	12	1	0		22
0	0	0	0	0		0

Other Activity:

Watch Orders
Watch Cards
Field Contacts
Community Contacts

0	36	2	16	0		54
0	0	0	0	0		0
0	0	0	0	0		0
0	0	0	0	0		0

Arrests:

Physical Arrests
NTA
DUI

0	0	0	0	0		0
0	0	0	0	0		0
0	0	0	0	0		0

SAFETY MEETING AGENDA

Key Colony Beach Police Department

MEETING DETAILS

Date: **May 16, 2024** (See Below)

Time: 4 AM / PM Recurring: YES / NO

Location: PD Station

Dial-in Number: 305-481-8597

Meeting URL: NA

Meeting Lead: Chief DiGiovanni

Other Speakers:

ATTENDANCE

Attendees: ALL

WILL BE DISCUSSED AT THE MONTHLY PD MEETING ON MAY 16, 2024

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

_1_min

DISCUSSION: HURRICANE PREP

2ND ITEM: ADDRESS SAFETY TOPIC(S)

_10_min

DISCUSSION: - June is the start of the 2024 Hurricane Season. Officers need to have a plan in place in the event the Keys are the target of a major storm.

3RD ITEM: ROUND ROBIN FOR QUESTIONS/CONCERNS

_1_min

DISCUSSION: - Safe locations, family safety, food supply, equipment needed, vehicle locations, work schedule scenarios, evacuation assistance and emergency management.

4TH ITEM: RESOLUTIONS:

_2_min

DISCUSSION: - Items needed can be purchased, family plans and alternative plans can be submitted, any special needs will be planned for in advance.

5TH ITEM: CONCLUSION

_2_min

DISCUSSION: - All supplies, equipment and plans will be updated and in ready status.

**Building Department Staff Report
Report for May 16, 2024 – City Commission Meeting**

Building Administrative Assistant Samantha Rodamer

- ❖ Permits have been issued for construction on 3 new single-family homes & are set to begin in the Coury Subdivision.
- ❖ Demo & rebuild plans were reviewed for 880 Shelter Bay Drive. Plans have been submitted to the Florida Commerce for review.
- ❖ Various correspondence for perspective buyers and requesting information on the vacant condominium lot located at 721 W Ocean Drive.
- ❖ Oversee ongoing negotiations between Tennis, Pickle Ball, and Recreation committees regarding the plans for new tennis courts and additional pickle ball courts. Currently, it is now in a local engineer's hands for final plan drawings & with the City attorney for the proper bid procedure.
- ❖ Successfully moved in, set up, and organized the building department at the old City Hall building.
- ❖ Successfully trained in my new Building Administrative Assistant role.
- ❖ Aided contractors with permit related questions.
- ❖ Applied for 3 permits for contractors without computer access.
- ❖ Issued 41 Building Permits.
- ❖ Scheduled various inspections & organized Building Official's daily inspection schedule.
- ❖ Processed multiple Contractor Registrations.
- ❖ Virtually attended City Commission meeting on 04/18/2014.

Code Enforcement Office & Fire Safety Inspector William Dominick

- ❖ Performed approximately 125 Fire Safety inspections.
- ❖ Issued several citations including,
 - Garbage can violations
 - Light ordinance
 - Animals running at large.
- ❖ Responded to several complaints between 908-918 W Ocean neighbors.
- ❖ Contacted owners of 1000 W Ocean and 211 9th street to improve appearance of properties and started Daily fines.
- ❖ Attended 4/17 Planning & Zoning meeting.
- ❖ Participated in the 4/22 sewer bid selection.

Upcoming

05-21-2024 Utility Board Meeting
06-17-2024 City Commission Townhall Meeting
06-18-2024 Utility Board Meeting
06-20-2024 City Commission Regular Meeting

Public Works Staff Report

Report for May 16th, 2024 – City Commission Meeting

Since last City Commissioner’s Meeting Public Works has:

- Oversaw Kor-Kats installation of shade structure and playground resurfacing at East Park for the Florida Recreation Development Assistance Program Grant.
- Moved/repaired 8 irrigation pipes from footers for new shade structure installation at East Park.
- Hauled construction debris from East Park project to transfer station.
- Mulched East Park, Marble Hall, Waterfall, and Gazebo Park.
- Completed an additional ten FDOT training courses in the certification process of Key Colony Beach becoming a recipient of Federal Highway grant monies.
- Assist golf course with tree debris and dead tree removal.
- Repaired landscape lights on City Hall sign.
- Replaced 5 landscape lights facing palm trees in Post Office parking lot.
- Installed 6 new ceiling fans in Post Office and replaced electrical cover plates after painting.
- Prepped Marble Hall interior for painting.
- Cleaned debris from Beautifications workday at 7th Street Park.
- Replaced sink in staff bathroom at the shop.
- Assisted Police Department with fabrication of printer bracket for Dodge Charger.
- Installed new light fixtures in Police Department shop.
- Coordinated and worked with Sims Development LLC on the removal of damaged gazebo.
- Performed storm shuttering and flood proofing exercise and repairs to Marble Hall.
- Repaired locks on kiosks at City Hall.
- Installed new 15MPH curve signs on East Ocean Drive.

Thank you,

Mike Guarino

Public Works Department Head

**SAFETY MEETING AGENDA FOR
City of Key Colony Beach**

MEETING DETAILS

Date: 5/10/24 Time: 7:00 AM PM Recurring: Yes No
Location: Shop Dial-In Number (if any): Meeting URL (if any): [youtube.com/watch?v=xdfh2V0nd8](https://www.youtube.com/watch?v=xdfh2V0nd8)
Meeting Lead: Mike Grunwald Other Speakers: Speedy Hire

ATTENDANCE

Attendees: Jesse & Mike
Absentees: Esteban & Dawnn

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL
min
DISCUSSION:

2ND ITEM: ADDRESS SAFETY TOPIC(S)
min
DISCUSSION: Reciprocating Saw Safety

3RD ITEM: ROUND-ROBIN FOR QUESTIONS / CONCERNS
min
DISCUSSION: Eye protection & gloves. try to anticipate what might go wrong.

4TH ITEM: RESOLUTIONS
min
DISCUSSION: Proper PPE

5TH ITEM: CONCLUSION
min
DISCUSSION: Wear proper PPE no matter how small the job is.

City Hall Staff Report
Report for May 16th, 2024 – City Commission Meeting

City Clerk Silvia Gransee

- Completed City Commission Public Hearing & Regular Meeting Minutes from April 18th.
- Attended the Sewer Bid Evaluation Committee meeting on April 22nd and completed minutes, bid tabulations and follow-up. Due to procedural errors the bid will have to be reposted.
- Attended the Utility Board meeting on April 23rd and completed minutes and follow-ups.
- Attended the Legal Meeting on May 1st alongside Mayor Raspe.
- Attended the LiDAR meeting on May 2nd. The County will have a second presentation for the Public and Commission at the May 13th Townhall meeting.
- Attended the May 6th Recreation Committee meeting.
- Attended the Beautification Committee meeting on April 9th and completed minutes and follow-ups from that meeting.
- Attended Planning & Zoning Meeting on April 17th and completed Board Recommendations and Meeting Minutes.
- Attended the Special Utility Board meeting on May 8th on a proposed Stormwater Assessment.
- Held the Safety Meeting on May 8th and completed safety report.
- The 1st Street Playground has been completed and the project is in the closeout process. Once all documents have been completed, a reimbursement request will be made.
- Assisting RMPK and the FDEP with providing documentation for Stormwater grants.
- The reduced lien for 1000 W. Ocean has not been paid as of 05/09/2024.
- The dispute with AT&T was settled and we received a substantial refund and adjusted rates.
- Cheryl is continuing adding Special Magistrate's Orders to the website.
- Completed check deposits for general & utility accounts.
- Answered Citizen correspondence and multiple public records requests.
- Completed payroll reports and ACH transactions, and wire transfers.
- In addition to daily general invoicing and HR tasks.

I will be on vacation from May 25th to June 1st.

Administrative Assistant Tammie Anderson

- With Cheryl, posted 2nd Quarter Wastewater billing ACH payments.
- Scheduled and confirmed 130 Rental/Business License safety inspections for May.
- Issued 26 Vacation Rental Licenses with Transfer of Property Manager.
- Entered 65 completed Rental/Business License safety inspections into CitizenServe.
- Processed 15 property transfers and collected \$2,500 in transfer fees.
- Processed 15 property inquiries and collected \$450 property inquiry fees.

Administrative Assistant Cheryl Baker

- Emailed and called residents not participating in the ACH payment program for quarterly payments.
- Uploaded various meeting minutes to the city website.
- Provided Jen with all backup for monthly invoicing.
- Completed ACH posting of payments to QB's.
- Post daily check postings in QB's.
- Issued boat trailer licenses for short term renters.

- Manage Sunset Park Weddings and collection of required forms and payments.
- Manage the Memorial Bench purchases for residents.
- Collect and distribute mail & manage the phones.

Upcoming

05-13-2024 City Commission Townhall Meeting

05-14-2024 Beautification Committee Meeting

05-15-2024 Planning & Zoning Meeting

05-21-2024 Utility Board Meeting

06-03-2024 Monroe County Clerks Quarterly Meeting

06-11-2024 Beautification

06-13-2024 Utility Board Meeting ****tentative****

06-19-2024 Planning & Zoning Meeting ****cancelled****

06-20-2024 City Commission Public Hearing

06-20-2024 City Commission Regular Meeting & Public Hearing



City of Key Colony Beach
Safety Meeting – Code/Building, City Hall

Date: 05-08-2024

Time: 12:30 pm

Present: Mayor Joey Raspe, Silvia Gransee, Cheryl Baker, Tammie Anderson, Willy Dominicak, Samantha Rodamer.

Absent: Building Official Ed Borysiewicz

1. Review/Follow-up from previous meeting:

Silvia reminded of the dangers of e-bikes from the previous meeting.

2. New Items for Discussion:

Silvia asked for a review of the current hurricane check list prior to the June Safety meeting. Silvia informed having added an additional task of saving important information on thumb drives. Further discussion followed on creating a personal hurricane check list and secure file & server storage.

Mayor Raspe informed on observing unsafe behaviors by contractors not using the right safety equipment.

3. To-Do's:

Review hurricane check list & create a personal checklist.

Talk with the Building Official on the ability to store servers in the building as well as important files in the event of a storm.

Talk with Public Works Department Head on available plastic totes for storing files in the event of a storm.

The meeting adjourned at 1:00 pm.

Silvia Gransee

City Clerk

Joseph A Fema

Marathon Florida 33050

January 1982-March 1987

**Universal Electric of Florida
5311 NW 22nd Ave.
Tamarac, Florida
(954) 484-5233**

Hired for apprenticeship 1982. Job foreman 1984-1987.
Started out as apprentice to learn trade and satisfy licensing obligations.
Following apprenticeship was hired on as job foreman.
Company mostly involved in commercial projects for large contracts in building new schools and home development projects. Also light industrial and high rise apartments projects.

June 1987 - August 1988

**Harris Computer Systems Corp.
2101 W. Cypress Creek Rd.
Fort Lauderdale, Florida**

Head of electrical maintenance department. Maintain generator (Busway Systems) temperature control systems. Maintain all lighting fixtures for the three complexes within the Harris Corporation compound.
Also involved in all light industrial work as required.

August 1988 - June 2012

**Fema Electric Inc.
Boynton Beach, Florida**

Owner of electrical contracting company. Contact bidding for multiple types of residential and commercial projects through Palm Beach and Broward counties. Mostly new single family developments and remodeling of older homes.
Office building and strip mall electrical systems.
Dock lighting and ship to shore power.
Out door landscaping, fountain and pathway lighting.
Pool and spa lighting.
Custom interior and exterior lighting systems, including art display systems.

July 2012 - May 2016

Transfield Services
1460 SW 3rd Street
Pompano Beach, Florida
(954) 978-9558

Supervisor to electricians for the D-4 bridges, from Boynton Beach to Fort Pierce, Florida. Maintenance for frequency drives and generators, DC motors, hydraulics and PLC for all D-4 area bridges.

June 2016 - August 2019

Town of Palm Beach
Palm Beach, Florida
(561) 838-5400

Chief Electrical Inspector.
Building Inspector.
Electrical Plan Review.

Inspector for commercial and residential properties in the town of Palm Beach, insuring code compliance.

Educational Background

Broward Community College 1985 - 1987

Associated Builders and Contractors Institute -
Journeyman Electrician program 1980-1984

Licensing

Master Electrician License P.B.C. #U-15162
State Electrical Contractor License #EC1300316
General Contractor License #CGC042012
Captain License # 1506835
BN License #7119
Plans Examiner #PX4285
Standard Inspector # BN 7119
Commercial electrical inspector. #PCE771

MINUTES

Key Colony Beach Utility Board

Tuesday, April 23rd, 2024 – 9:30 am
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

- 1. Call to Order, Pledge of Allegiance, Prayer & Rollcall:** The Key Colony Beach Utility Board meeting was called to order by Chair Bill Fahs followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Vice-Chair Ed Carey, Donald Steamer, Chair Bill Fahs, Gil Gilbertson, Fred Swanson (via Zoom). **Also present:** Mayor/City Administrator Joey Raspe, City Attorney Dirk Smits (via Zoom), Wastewater Plant Manager Dave Evans, City Engineer Jason Shepler (via Zoom), Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.
- 2. (3) Swearing in of newly appointed Utility Board Member Fred Swanson:** City Clerk Gransee administered the Oath of Office via Zoom.
Chair Fahs recognized cause for Fred Swanson to attend the meeting via CMT (Communication Meetings Technology).
- 3. Special Presentation:** Presentation by Beautification Committee member David McKeehan on a ‘Retention Pond Study for Beautification and Restoration’:

David McKeehan gave his presentation on the study on the beautification and restoration for the Retention Pond. David McKeehan presented pictures and data on water level measurements, gave information on the functioning of the pond, and presented additional data on storage simulations with different water levels. David McKeehan gave his preliminary observations on the functioning of the pond as well as recommendations on how to move forward. David McKeehan gave different restoration proposals including information on cost and maintenance. Dave McKeehan proposed a joint effort between the Utility Board and Beautification Committee to find solutions for the restoration and beautification of the pond. David McKeehan proposed a joint effort to have a field trial for one year in a small 15 x 20 area to test different plants. David McKeehan gave additional information on the proposed test trial and details on site preparation and plant installation. David McKeehan informed on salt tolerant plants and their functionality and beauty and presented a picture of the proposed trial area. David McKeehan estimated for the proposal to be a multi-year process and cautioned on possible issues with the DEP. David McKeehan further commented that the previously planted grass post-Irma was not a good idea and most likely will have to be removed. David McKeehan gave further thoughts on testing the site for drainage solutions and drain tests and commented on the correlation between fresh and saltwater levels competing with the ponds functioning. David McKeehan proposed for his study to be presented at the next City Commission meeting with the involvement of both the Utility Board and Beautification Committee. David McKeehan suggested for the Utility Board to take the lead on excavation and the Beautification Committee on plantings.
Dave McKeehan talked about different possibilities to assess the current drainage with Gil Gilbertson giving additional suggestions on cost savings for equipment rental.

Chair Fahs asked for a motion.

MOTION: Motion made by Vice-Chair Carey. Donald Steamer seconded the motion. City Clerk Gransee asked to state the motion. Vice-Chair Carey stated the motion to work in conjunction with the Beautification Committee to solve the problem of the Retention Pond being a Retention Pond and not a drainage area. Donald Steamer asked for the inclusion of the field test. David McKeehan stated for this to be the first recommendation to the Commission and the takeaway from today’s meeting is to work together. David McKeehan stated support to move fast but cautioned on making mistakes in haste. Donald Steamer asked for a restatement of the motion. City Clerk Gransee restated the motion for the Utility Board to work in conjunction with the Beautification Committee to solve the problem of the Retention Pond. Donald Steamer stated to have understood for the motion to include moving forward with the testbed.

AMENDED MOTION: Vice-Chair Carey amended his motion. City Clerk Gransee read the amended motion: The Utility Board works in conjunction with the Beautification Committee to solve the problem of the Retention Pond and include the testbed that was discussed. Donald Steamer seconded the motion.

FURTHER DISCUSSION: Vice-Mayor Foster suggested to include Jason Shepler in the project.

SECOND AMENDED MOTION: City Clerk Gransee asked Vice-Chair Carey for permission to amend his motion. Vice-Chair Carey agreed. Fred Swanson asked for confirmation on bore holes in the test pit. City Clerk Gransee confirmed that not every detail of the proposed trial has to be included in the motion. City Clerk reread the amended motion: The Utility Board works in conjunction with the Beautification Committee to solve the problem of the Retention Pond, to include the testbed that was discussed, and work with Jason Shepler on the project. City Clerk Gransee informed the motion having been made by Vice-Chair Carey and seconded by Donald Steamer.

FURTHER DISCUSSION: There was no further discussion and Chair Fahs asked for rollcall.

ON THE SECOND AMENDED MOTION: Rollcall vote. Unanimous approval.

4. Election of Treasurer: Chair Fahs introduced the agenda item.

NOMINATION: Chair Fahs nominated Fred Swanson for Treasurer. Donald Steamer seconded the nomination.

DISCUSSION: None.

ON THE NOMINATION: Rollcall vote. Unanimous approval.

Fred Swanson was elected Treasurer.

5. Agenda Additions, Changes, Deletions: City Clerk Gransee informed on the following changes and additions:

Addendum of the extra handout for the special presentation by Dave McKeenan under Item 2

Addendum from Building Official Borysiewicz with an update on outstanding sewer lateral inspections under Item 9d.

Deletion of Item 9a, b, c, e. Item 9 i. stays on the agenda

Addendum to 9g.: Draft on the Water Reclamation Facility Tank Rehabilitation by Jason Shepler

Donald Steamer also asked for the addendum of upcoming Budget Issues.

Chair Fahs agreed to the changes and additions.

6. Citizen Comments and Correspondence: None.

7. Next Meeting Discussion - Scheduled for Tuesday, May 21st, 2024, 9:30 am. There were no objections to the next meeting date. Fred Swanson informed on planned attendance via Zoom.

8. Approval of Minutes:

a. Utility Board Meeting Minutes March 19th, 2024: Chair Fahs asked for a motion to approve.

MOTION: Motion made by Vice-Chair Carey to approve. Gil Gilbertson seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

9. Items for Discussion/Approval

~~a. Discussion & Approval, per the directive of the City Commission, to explore a change in methodology for Wastewater billing **deleted**~~

~~i. Review of City of Key West's Code of Ordinance on assessment of rates and charges **deleted**~~

- ~~ii. Sewer Billing Calculations by Donald Steamer **deleted~~
- ~~b. Discussion/Approval for a recommendation to approve the Interlocal Agreement between the FKAA and the City of Key Colony Beach on Wastewater Fee Collections. **deleted**~~
- ~~c. Discussion/Approval on a recommendation of participation in: *deleted**~~
- ~~i. The FKAA Senior Citizen/Disabled Veterans Program **deleted**~~
- ~~ii. FKAA's Leak Abatement Program **deleted**~~
- ~~iii. FKAA's Pool Abatement Program **deleted**~~

d. Discussion/Approval of Code Amendment changes in regard to outstanding sewer lateral inspections: Chair Fahs

introduced the agenda item. City Clerk Gransee recalled the prior City Commission directive to contact all property owners with outstanding sewer lateral inspections to ensure proper communication was done. City Clerk Gransee further informed on the handout that was provided by Building Official Borysiewicz with an updated list on outstanding properties. City Clerk Gransee could not inform on contact with all property owners.

Chair Fahs recognized Donald Steamer. Donald Steamer talked on his prior discussion on changing the existing penalties for property owners with outstanding inspections. Donald Steamer explained for the period of performance having ended July 2023 and for there to be still owners who have not applied for an inspection. Donald Steamer continued stating that he has a different matter that supersedes the prior discussion. Donald Steamer proposed to change Section 14-5 on Lateral Inspections and recognize the fact of time limits. Donald Steamer explained having been informed for the city having old houses which were built with old technology and anticipating serious problems. Donald Steamer talked about the possibility of untreated sewage in the city and commented on an earlier comment on rainwater in the sewage system. Donald Steamer stated for the request to be for property owners to verify their sewer line is connected and for disconnected lines to be repaired. Donald Steamer recalled prior discussions on shortening the time for inspections to address the seriousness of the problem. Donald Steamer proposed no change for structures that were built after 1994, structures between 1994 and 1974 to shorten the period of inspections times from 10 years to seven years, and for buildings built before to shorten the inspections time to five years. Donald Steamer stated that any structure that falls into the reduced time that had work done to update to the current standard to revert to the 10-year time. Donald Steamer further suggested that if the imposed inspection time imposes a financial hardship, they could apply to the Commission, and the Commission could confidentially allow the relaxation of the financial burden. Donald Steamer stated for the possibility of raw sewage cannot be allowed in the city.

City Attorney Smits confirmed for the proposal to represent an ordinance change and the Commission having to approve the recommendation. City Attorney Smits suggested the transcription of the minutes verbatim with the recommendation to the Commission.

Chair Fahs asked for a motion.

City Attorney Smits recommended for Donald Steamer to state the motion. City Clerk Gransee suggested for Donald Steamer to read from the supporting document in the agenda packet.

MOTION: Motion made by Donald Steamer:

- The purpose is to change the length of time between sewer lateral inspections as specified in 14–5. This proposal seeks to reduce the time between inspections for certain structures.
- It is proposed that for structures built after 1994, there should be no change in the existing statute.
- For structures built between 1994 and 1974, the duration between inspections should be reduced to seven years in lieu of the current 10 year requirement. For structures built before 1974, the duration between inspection should be reduced to five years.
- The purpose of this reduction in inspection is to minimize the environmental impact of a deficiency in sewer connection. From past performance, we know that older homes have a greater tendency to have failures because of the older materials that were used at that time.
- In conjunction with this change, there should be a provision that if any structure has had work done on its connection to the sewer system, and, in the opinion of the KCB building inspector, that the system now has been

restored to existing standards then that structure's should revert to the original inspection period of 14–5, which is 10 years.

- It should be noted that all of the information that is required to fulfill this proposal is within KCB's recordkeeping system in one form or another.
- If the reduced inspection period imposes a financial hardship on any resident, they can apply to the Commission for confidential relaxation of the fee but not changing the inspection terms.

DISCUSSION: City Attorney Smits advise to add that the confidential aspect might not be possible due to Sunshine Law and Public Records but the question can be moved as stated and follow-up can be done on the issue prior to the Commission meeting.

MOTION: Donald Steamer stated so moved. Vice-Chair Carey seconded the motion.

FURTHER DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

~~e. Discussion/Approval on going forward with the possibility of Solar Energy for the Wastewater Plant as recommended by the City Commission **deleted**~~

i. **Discussion/Approval of a proposal by Donald Steamer for the installation of solar panels on city owned buildings**

Chair Bill Fahs introduced the agenda item and asked Donald Steamer to elaborate.

Donald Steamer reported to have attended all meetings on solar energy and thought that good ideas were presented. Donald Steamer stated that it is everyone's obligation to save greenhouse gas emissions and for the proposal made by Burke Energy to have been the right thing, in the wrong place and in the wrong time. Donald Steamer stated that solar panels work and the methane problem should not to be ignored. Donald Steamer agreed with not putting solar panels in the retention pond or any of the other proposals. Donald Steamer explained that one of the Burke Energy proposals included using the roof top of the buildings that are in the wastewater plant and to expand that idea to the rest of the city. Donald Steamer suggested to ask the Power Company if they would like to use the city's roof tops. Donald Steamer explained his partial objection to Burke's proposal and suggested to have a representative from the City Commission go to the Power Company and volunteer the use of the city's roof. Donald Steamer explained that the Power Company will choose the number of buildings, panels, installation, and for the company to be responsible for the installation, cost, and maintenance. Donald Steamer explained for the city to be renting the rooftops to the power company and for the city to gain funds to offset the cost of electricity. Chair Fahs asked about the possibility of solar panels on Marble Hall.

Mayor Raspe informed that the Marble Hall roof was just inspected and passed with no issues.

Donald Steamer recalled Building Official Borysiewicz giving information on a strong roof and the city's only responsibility would be to provide structures that adequately support panels.

Chair Fahs asked for the need for a motion. City Attorney advised for Donald Steamer to make the motion.

MOTION: Motion made by Donald Steamer:

The proposal is to allow KCB to be responsive to the need to reduce greenhouse gases, and to address the objection of the city residents. It is proposed that the City Commission offer the power company the opportunity to install solar panels on the rooftops of KCB government owned buildings. This proposal would be at no cost, no involvement of any kind to KCB. The only KCB involvement would be that KCB would verify that the buildings that were to be used for the insulation would be adequate to support the panels. For the use of KCB rooftops, the power company would pay a monthly rental. The amount of rent would be contingent upon the number of buildings that the power company chooses to use and the rental price would be set by the City Council. The money that is generated would be applied directly to the KCB electric bill, thereby reducing our operating costs.

Donald Steamer stated so moved. Chair Fahs asked for a second. Vice-Chair Carey seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Chair Fahs asked City Attorney about a suggestion to have a non-binding referendum to have solar placed on buildings. City Attorney Smits stated that the Board can do this if opposition is anticipated and the right for a non-binding or binding referendum on the issue can be proposed. City Attorney Smits advised to propose, if the Commission is not inclined to pass Donald Steamer's motion as written, perhaps they would pass it subject to approval by referendum.

MOTION: City Attorney Smits stated the motion for the record: To recommend to the City Commission the use of a referendum either binding or non-binding should Doland Steamer's proposal not be acceptable to the City Commission. Chair Fahs stated so moved. Chair Fahs asked for a second. Vice-Chair Carey seconded the motion.

DISCUSSION: Donald Steamer asked for clarification on the procedure. Chair Fahs explained that if the City Commission does not accept Donald Steamer's proposal, the proposal will be put on a ballot to see what the community wants. City Attorney Smits explained that in the event the Commission does not approve the proposal as moved, it is the recommendation of the Board be put in front of the voters at the next election. Gil Gilbertson asked for the purpose for a referendum and for the Board's position to bring the rental of solar panels on city buildings and generate monies.

Donald Steamer asked on the possibility of a fallback position on a referendum in case the power company does not want to participate. City Attorney Smits explained it to be a separate issue if the power company does not want to participate. Fred Swanson explained for a referendum to be under a time constraint and must be decided relatively soon. Fred Swanson suggested a workshop for the Commission and to explore with the power company for interest. City Attorney Smits informed on the ability to have the topic brought up at the next Commission or Townhall meeting. City Attorney Smits explained that the issue of a referendum can be put forward by anyone and for the Utility Board being a recommending body to the Commission. City Attorney Smits further advised for the Board to be able to make a motion to consider the topic at a workshop.

Chair Fahs supported the idea of discussing the topic at the next Townhall meeting. City Attorney Smits advised on the motion to consider a referendum on solar would be appropriate at the next Townhall meeting.

City Attorney Smits clarified the ability for Mayor Raspe to place the item on the Townhall agenda.

MOTION: City Attorney Smits stated the motion for the record: To request the City Commission to address the potential of a solar referendum at its next Townhall meeting. Chair Fahs stated so moved. Vice-Chair Carey seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Gil Gilbertson – yes. Fred Swanson – no. Ed Cary – yes. Donald Steamer – yes. Bill Fahs – yes. Motion passed.

f. **Discussion/Approval of the annual renewal contract for the Hach Service Agreement for 2024/2025 in the amount of \$4,652.00.**

Chair Fahs introduced the agenda item. Plant Operator Evans explained the purpose behind the agreement and recommended approval for the budgeted item. Chair Fahs asked for a motion.

MOTION: Motion made by Gil Gilbertson to approve. Chair Fahs seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

g. Discussion/Approval of the WRF UV Contact Tank Rehabilitation procurement package

Chair Fahs introduced the agenda item and asked Jason Shepler to elaborate. Jason Shepler explained prior discussions on capital improvement needs at the Water Reclamation Facility and gave details on the functioning of the plant. Jason Shepler informed on having compiled a procurement package for bids for general contractors and having solicited input from manufacturers and general contractors. Jason Shepler stated to be reviewing the document with Dave Evans, but scope will not be changed. Jason Shepler asked for approval to advertise and receive bids for the Utility Boards consideration to complete the work.

Chair Fahs asked for costs. Jason Shepler estimated between \$100,000.00 to \$150,000.00 and trying to work the project as economically as possible. The Board had no questions.

h. Discussion/Approval of Quote No. 3054-241 from Material Handling Systems in the amount of \$ 36,748.00 for repairs to the jib crane and replace the top bearing.

Chair Fahs introduced the agenda item. Plant Operator Evans elaborated on the needed repairs and recommended to have the repairs completed as soon as possible. Plant Operator Evans explained the repair process and informed that without the usage of the crane the processing of sewage will not be possible.

City Clerk Gransee asked City Attorney Smits for confirmation on the exemption of bid requirements due to the threat to public health and safety. City Attorney Smits agreed and asked to make the finding part of the motion to approve immediately due to the threat to the health, safety, and welfare of the public of Key Colony Beach. Chair Fahs asked for a motion.

MOTION: Motion made by Donald Steamer to accept. Chair Fahs asked for a second. Gil Gilbertson seconded the motion.

DISCUSSION: City Attorney Smits stated that it has been founded to be an emergency as part of the motion. Vice-Chair Carey asked about the additional cost of the crane rental supplied by the customer. Dave Evans estimated cost to be between \$200.00 to \$300.00 an hour.

ON THE MOTION: Rollcall vote. Unanimous approval.

10. City Clerk's Monthly Report: There were no questions from the Board.

11. Sewer and Storm Water Grant update: Vice-Mayor Foster informed that Jason Shepler is working with the city's lobbyist to allocate the remaining funding from the Stormwater Project.

12. Operator's Monthly Report

- a. March 2024
- b. Manhole semi-annual Inspections
- c. Maintenance Budget for re-use
- d. RO Electric

Plant Operator Evans gave his monthly report for March. The Board had no questions.

13. Treasurer's Report

a. Approval of Wastewater Financial Reports

- i. Income Statement
- ii. Balance Sheet
- iii. Warrant No. 0324-WW in the amount of \$84,481.05

Fred Swanson gave a brief report and stated to have a more elaborate report next month. Chair Fahs asked for a motion to approve Wastewater Warrant No. 0324 in the amount of \$84,481.05

MOTION: Motion made by Chair Fahs to approve the Wastewater Warrant. Gil Gilbertson seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

b. Approval of Stormwater Financial Reports

- i. Income Statement
- ii. Balance Sheet

14. Budget Issues **Agenda Addition:** Donald Steamer talked on the electrical usage increase as well as an increase in waste sludge removal and budgets being exceeded. Donald Steamer spoke on the change in the number of people occupying the city and voiced concerns on the Utility budget being on a fixed income. Donald Steamer informed on an increase of 35% of water flowing into the city and the increase of expenditure in the budget. Donald Steamer questioned the expenditure of more monies than budgeted and the increase in usage of the wastewater plant. Donald Steamer continued talking on the salary and medical benefits of the former Utility Clerk and how it is being applied in the budget. Chair Fahs explained that quarterly payments will have to go up if the budget is incorrect and confirmed the need for a code change for the increase. Donald Steamer talked on work loads and cost for staff. Fred Swanson agreed with Donald Steamer on the load of renters going up and it should be provided for next year. Fred Swanson stated to confer with the Chair and Secretary-Treasurer on the monies. Donald Steamer continued talking on the tabled proposed change in wastewater billing and for more water usage would be billable under the proposed statute. Chair Fahs reminded for the topic to have been tabled.

15. Any Other Business: Chair Fahs thanked Donald Steamer and the Board for all the work that was done for the billing and solar topics.

16. Adjournment: The meeting adjourned at 11:23 am.

Respectfully submitted,
Silvia Gransee
City Clerk

**Water Reclamation Facility (WRF) UV Contact
Tank Rehabilitation**

City of Key Colony Beach, Florida

Project Number 0604-08-1

May 2024

DRAFT



DRAFT

WRF UV CONTACT TANK REHABILITATION
CITY OF KEY COLONY BEACH, FLORIDA

DRAFT

Project No. 0604-08-1
May 2024

WRF UV CONTACT TANK REHABILITATION
CITY OF KEY COLONY BEACH, FLORIDA

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DRAFT

SECTION 00200
INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – BID ADVERTISEMENT

- 1.01 Sealed Bids for the WRF UV Contact Tank Rehabilitation project will be received by the City of Key Colony Beach at the office of the City Clerk (City Hall), 600 W. Ocean Drive, Key Colony Beach, Florida 33051. See Bid Advertisement for date and time submittal requirements.
- 1.02 The Project consists of: temporary tankage with associated components to allow bypassing of the City’s existing UV Contact Tank (*design, procurement, installation, and demolition/removal of system by contractor and contractor’s engineer of record*); existing UV Contact Tank cleaning, inspection, repair, interior lining, and exterior coating; miscellaneous restoration; and other improvements.
- 1.03 Bids will be received for a single prime Contract. Bids shall be on a lump sum basis as indicated in the Bid Form.
- 1.04 The City of Key Colony Beach, Florida is an Equal Opportunity Employer.

ARTICLE 2 – QUALIFICATIONS OF BIDDERS

- 2.01 To be considered qualified, Bidder shall provide:
- A. Evidence of Bidder's authority to do business in the state.
 - B. Bidder's state or other contractor license number, if applicable.
- 2.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 2.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 2.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 3 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

3.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

3.02 *Existing Site Conditions*

- A. Bidder is encouraged to visit the existing WRF site and review the existing UV Contact Tank's condition as well as temporary bypass requirements including but not limited to: flow metering, RO feed pump intake, etc.

3.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

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ARTICLE 4 – BIDDER’S REPRESENTATIONS

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
 - E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
 - F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
 - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 - J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 5 – INTERPRETATIONS AND ADDENDA

- 5.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having

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received the Bidding Documents. Questions received less than 5 business days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 6 – PREPARATION OF BID

- 6.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 6.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary, as appropriate.
- 6.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 6.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 6.05 A Bid by an individual shall show the Bidder’s name and official address.
- 6.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 6.07 All names shall be printed in ink below the signatures.
- 6.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 6.09 Postal and e-mail addresses and telephone and fax numbers for communications regarding the Bid shall be shown.
- 6.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 7 – BASIS OF BID

7.01 Lump Sum

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

ARTICLE 8 – SUBMITTAL OF BID

- 8.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement for bids and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the **City of Key Colony Beach, 600 W. Ocean Drive, Key Colony Beach, Florida 33051.**
- 8.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 8.03 The Bid submittal is only required to include one (1) executed copy of the Bid Form and Bid Bond. Other materials will not be considered.

ARTICLE 9 – MODIFICATION AND WITHDRAWAL OF BID

- 9.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 9.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 9.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 10 – OPENING OF BIDS

- 10.01 Bids will be opened at the time and place indicated in the advertisement for bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 11 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 11.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 12 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 12.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that

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Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

12.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

12.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. Following the Bid Opening, the apparent low bidder will be required to submit a preliminary schedule of values for review by the Owner within three (3) business days after the Bid Opening. This will be for informational purposes only. The Base Bid shall be broken into the conceptual line items listed at the close of this Section.

12.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

12.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 13 – SIGNING OF AGREEMENT

13.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 business days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 14 – SALES AND USE TAXES – NOT APPLICABLE

END OF SECTION

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**SECTION 00410
BID FORM
WRF UV CONTACT TANK REHABILITATION
CITY OF KEY COLONY BEACH, FLORIDA**

SUBMITTED BY: _____ **DATE:** _____

TELE: _____

FAX: _____
EMAIL ADDRESS: _____
CONTRACTOR'S LICENSE NO.: _____

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ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Key Colony Beach
600 W. Ocean Drive
Key Colony Beach, Florida 33051

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price(s):

LUMP SUM BASE BID

Item	Description	Amount
1	UV Contact Tank Rehabilitation including all Temporary Facilities ¹	\$
2	UV Contact Tank Fiberglass Cover Removal and Replacement	\$
3	UV Tankage Repair Allowance ²	\$ 25,000
TOTAL BASE BID (1 + 2 + 3)		\$

1. *The above pricing is a complete price to furnish and install all temporary facilities (tankage, piping, instrumentation, etc.). All freight, sales tax, disposal fees, etc. are part of the contractor's price.*
2. *The allowance will be utilized to address tank repairs defined after the tank is offline and cleaned.*

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 120 days from Notice to Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The Bidder shall include a copy of their contractor license and certificate of insurance.

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ARTICLE 9 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(Title)

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

[Title]

Bidder's Business License No.:

(where applicable)

Affix corporate seal, if applicable.

END OF SECTION

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AGREEMENT

This Agreement ("Agreement") is entered into on this ____ day of _____, 2024, by and between **the City of Key Colony Beach, Florida**, a municipal corporation whose address is 600 West Ocean Dr Key Colony Beach FL 33051 (the "City") and XXXXXXXX, a limited liability corporation, with its principal place of business located at XXXXXXXXXXXXXX ("Contractor") (collectively "the Parties").

WHEREAS, the City issued Request for Proposals #RFP _____ for the UV Contact Tank Rehabilitation Project (the "RFP"); and

WHEREAS, the Contractor submitted a response to the RFP on or before 11:00 a.m. on _____, 2024 ("Contractor's Response"); and

WHEREAS, the City Commission accepted Contractor's Response and awarded the contract for the RFP to Contractor at its duly held public meeting on _____, 2024 ("Effective Date"); and

WHEREAS, the Parties wish to memorialize the terms and conditions of their agreement for a total amount not to exceed \$XXX.XXX.00 (the "Contract Price").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS - The above recitals are true and accurate and incorporated into this Agreement by reference.

2. DOCUMENTS - "Contract Documents" shall mean and refer to this Agreement, the RFP including all duly executed addenda (attached as **Exhibit A**), and Contractor's Response (attached as **Exhibit B**). All of the foregoing documents are incorporated herein by reference and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibit, this Agreement shall control, followed by Exhibit A and then Exhibit B.

3. CONTRACT TERM - The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Work (as defined below) is fully and finally completed to the satisfaction of the City (the "Contract Term").

4. CONTRACT TIME. Contractor shall begin Work upon the City issuing a "Notice to Proceed" to Contractor. The City may issue the Notice to Proceed in its sole and absolute discretion and nothing contained herein shall be construed as an obligation of the City to issue the Notice to Proceed within any specific time. Contractor agrees that the Work will be substantially complete within **120 days** of Notice to Proceed and will be completed and ready for final payment within **150 days** of Notice to Proceed.

5. SCOPE OF WORK- Contractor shall perform all work and services set forth in the RFP in accordance with all specifications, requirements, and conditions set forth in the Contract Documents (the "Project"). Contractor acknowledges that it has read all specifications for the Project and understands them. The Parties acknowledge and agree that the scope of services for the Project is a general guide of the minimum requirements and is not intended to be a complete or comprehensive list of all requirements necessary to complete the Project. Contractor shall provide services of first quality, and all work and workmanship associated with the Project must be in accordance with customary standards of the various

trades and industries involved in the Project. Contractor shall enforce strict discipline and good order among its employees, subcontractors, representatives, agents, and any others carrying out the Project. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Project. The City's Project Manager will communicate directly with Contractor's Project Superintendent and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing work on the Project. Contractor shall be solely responsible for all cutting, fitting, or patching required to complete the Project or make its parts fit together properly. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to its work on the Project. Upon completion of the Project, Contractor shall remove its tools, construction equipment, machinery and surplus material, and shall properly dispose of all waste materials.

6. COMPLIANCE WITH LAWS - Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Project and Contractor's services under the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from the Contract Documents shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to the City certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Project.

7. PRIOR SITE INSPECTION - Contractor represents and warrants that it has visited the site for the Project, become familiar with local conditions under which the work related to the Project is to be performed, and correlated observations with requirements of this Agreement. Before commencing construction, Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to Contractor with this Agreement; and (3) report any errors, inconsistencies, or omissions discovered to the City prior to commencing any design, construction, or installation of the Project.

8. PAYMENT AND PERFORMANCE BONDS. Contractor shall provide a performance bond, letter of credit, or certificate of deposit payable to the City ("Security") in the full amount of the Contract Total to secure Contractor's performance of its obligations under this Agreement. The Security shall be submitted to the City prior to beginning work on the Project and shall be maintained at all times during the Contract Term. The Security shall be conditioned upon full performance of all obligations imposed upon Contractor under the Contract Documents. The Security must be executed by a company licensed to do business in the State of Florida and must be in a form acceptable to and approved by the City Attorney. The Security shall provide that in the event the City terminates this Agreement for breach, the City may have recourse against the Security for all damages that the City would be entitled to from Contractor under this Agreement. In the event the Parties agree on a modification to increase the Contract Total pursuant to the terms of this Agreement, the City may require additional Security up to one hundred percent (100%) of the increase in the Contract Total by directing Contractor to increase the amount of the existing Security or to obtain additional Security. If Contractor uses subcontractors for any part of the work on the Project, it shall provide for a payment bond in the amount equal to the total of all subcontracts.

9. CHANGES TO WORK- The Contract Documents may only be modified by written agreement of the Parties. The City Administrator, or his designee, authorized to make changes to this Agreement, and only if such change is in writing, is within the scope of the Project, and does not serve to increase the Contract Total, the Contract Time, or change the scope of services. If any change would cause an increase or decrease in the Contract Total or Contract Time, Contractor shall notify the City within ten

(10) days in writing. In the case of an increase to the Contract Total or Contract Time, the written notice shall state in all capital, bold letters that the City's written order would result in an increase in the Contract Total and/or Contract Time and shall include a statement outlining the reasons for the change, a complete description of the change, and a detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by the City Commission at a duly noticed public meeting prior to performing any work or incurring any costs for any work contemplated by a change which would increase the Contract Total or Contract Time. Contractor shall not be entitled to any compensation for such work unless and until approved by the City Commission. Notwithstanding the foregoing, nothing in this clause shall excuse Contractor from proceeding with the Agreement except for those changes which would increase the Contract Total. Any instructions, written or oral, given to Contractor by someone other than the City Manager that represent a change in the work related to the Project or any of its terms, will not be considered as an authorized change. If Contractor proceeds with additional work prior to such approval or without providing the notice required herein strictly in accordance with the terms of this subsection, Contractor shall not receive any compensation for such work.

10. PAYMENT - In consideration of Contractor's faithful performance of the covenants and promises in the Contract Documents, the City agrees to pay Contractor up to the Contract Total for work performed in accordance with this Agreement and approved by the City, in accordance with the terms of the Florida Prompt Payment Act, section 218.74, Florida Statutes. All invoices must be mailed to accounts payable address as indicated on the Notice to Proceed. Any other address will result in a processing delay. Each application for payment shall be accompanied by a release and affidavit in a form approved by the City showing that all materials, labor, equipment and other bills associated with that portion of the Project have been paid in full. The City shall not be required to make any payment until all such information has been provided, as the submittal of this information is a condition precedent to entitlement to payment of any application for payment. Each application for payment is subject to the City's review and approval. The City shall have the right to refuse to approve payments for any amounts, or portions thereof, if attributable to: (a) defective or deficient work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probably filing of third party claims against the City attributable to the fault or neglect of Contractor; (c) Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining work cannot be completed within the Contract Total; (e) reasonable evidence that the remaining work on the Project cannot be completed within the Contract Time; (f) Contractor's failure to perform the Project in a satisfactory manner to the City and in accordance with the requirements of the Contract Documents; (g) Contractor's failure to submit documentation required by the Contract Documents, or requested by the City; or (g) any other breach of the requirements of the Contract Documents by Contractor, its subcontractors or consultants.

11. FINAL PAYMENT - The City shall make final payment to Contractor within twenty-five (25) calendar days after the Project is fully and finally accepted by the City in accordance with the Contract Documents and Section 218.735, Florida Statutes, provided that, as an explicit condition precedent to final payment, Contractor shall have furnished the City with all close out documentation required by the City, together with a properly executed and notarized final release, in the form approved by the City, a duly executed copy of surety's consent to final payment, and all other documentation that may be required by the Contract Documents or requested by the City. Final payment shall not be due and payable unless and until all items required under this subsection and the Contract Documents are received and accepted by the City. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the City arising out of the Contract Documents otherwise relating to the Project, except those identified in writing by Contractor as unsettled in the final application for payment. Neither the acceptance of the Project nor payment by the City shall be deemed to be a waiver of City's rights to enforce the warranties provided by Contractor in this Agreement, any obligations of Contractor under the Contract Documents, or to the recovery of damages for defective work.

12. WARRANTY - Contractor hereby represents and warrants that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality; (2) the work will be free from defects for a period of (refer to Project Specifications) from the date of final completion of the Project and acceptance by the City; and (3) the work performed on the Project will conform to all requirements of the Contract Documents. Upon completion of the Project, Contractor shall assign any subcontractor's, manufacturer's, and/or materialman's warranties to the City.

- a. *Correction of Work.* Contractor shall promptly correct any and all work rejected by the City as failing to conform to the requirements of the Contract Documents. If Contractor fails to correct work which is not in accordance with the Contract Documents, the City may direct Contractor in writing to stop the work until the correction is made. Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement and additional testing. In addition to Contractor's other obligations including warranties under the Contract Documents and for the entire period of such warranty, Contractor shall correct work not conforming to the requirements of the Contract Documents.
- b. *Right to Carry Out Work.* If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Total may be adjusted to deduct the cost of correction from payments due Contractor.

13. DELAY IN PERFORMANCE - The timely receipt of the Project and all submittals and deliverables associated therewith is essential. If the Project and all deliverables associated therewith are not received on time, the City may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City. Notwithstanding the foregoing, the City may, in its sole discretion, suspend the work or any portion thereof by written notice to Contractor. If such suspension would cause a delay in performance, Contractor shall provide notice to the City in accordance with subsection (d) below.

- a. *Force Majeure.* Contractor shall be entitled to a reasonable extension of time from the City for the delays resulting from damage to Contractor's and/or the City's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Contractor and its subcontractors ("Force Majeure"). The determination of whether such delay is a result of Force Majeure and the amount of time for such extension shall be in the sole discretion and determination of the City and no such delay shall serve to increase the Contract Time or Contract Total without prior approval by the City Commission.
- b. *Unavoidable Delay.* If the work on the Project is unavoidably delayed and Contractor has provided notice in accordance with subsection (d) below, the City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against. No extension of work shall extend the Contract Time, unless set forth in writing and approved by the City Commission.

- c. *No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, changes to the Work, or increases in the costs of performing the work under the Contract Documents.
- d. *Notification of Delay.* Contractor shall provide written notice to the City in accordance with section 9 of this Agreement if Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Project. Failure to submit the notice of claim strictly in accordance with the provisions of section 9 shall bar any claim of Contractor.

14. TERMINATION -This Agreement may be terminated with or without cause in accordance with the provisions below. Upon termination of this Agreement, however terminated, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by or on behalf of Contractor in connection with this Agreement shall become the property of the City, whether the Project is completed or not, and shall be delivered to the City within fifteen (15) days of the receipt of notice of termination, however terminated. The City may withhold any payments due to Contractor until Contractor complies with the provisions of this Section 10.

J0.01. Without Cause. For and in consideration of \$10.00, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause upon thirty (30) days' written notice to Contractor. Any such termination shall be without any penalty or expense to the City. If the City terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to the City its costs to be paid on work performed in accordance with the Contract Documents up to the time of termination. If Contractor has any property belonging to the City in its possession, Contractor shall account for the same and dispose of it as directed by the City, or return it to the City.

J0.02. With Cause. The City may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Contractor fails to perform in the manner called for in the Contract Documents; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the City may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Contractor may terminate this Agreement for cause if the City fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to the City and give the City thirty (30) days' written notice to cure the alleged breach. If the City cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate this Agreement. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of the Contract Documents, such waiver by the City shall only be valid if set forth in writing and shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract Documents.

15. REPROCUREMENT UPON TERMINATION - If this Agreement is terminated by the City for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by Contractor.

16. NOTICE OF CLAIM - In the event that Contractor has any controversy, claim or dispute arising out of or related to the Contract Documents, whether such claim or dispute involves a claim by Contractor for additional time, delay, compensation for a change order, any increase in the Contract Total or extension of the Contract Time, or otherwise, Contractor shall present a written Notice of Claim to the City within five (5) days of Contractor's knowledge, whether actual or whether Contractor should have known, of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim, and whether part of the dispute is over Contractor seeking additional time, compensation or both. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor shall provide to the City any documentation supporting Contractor's claim or position within twenty (20) days of providing the Notice of Claim. Contractor shall be deemed to have waived any claim which Contractor fails to present to the City within the time frames stated herein or in the manner provided in this subsection. Any change in the Contract Total or Contract Time, and any claim for additional compensation must be approved by the City Commission. Contractor shall not be entitled to any additional compensation, an increase in the Contract Total or an increase in the Contract Time unless and until approved by the City Commission. If Contractor proceeds with any work without said approval or without complying strictly with the procedures set forth in this subsection, it does so at its own risk.

17. INDEMNITY - Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

14. PUBLIC RECORDS - Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and

maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: 305-289-1212 ext 2

E-mail address: citvclerk@keycolonybeach.net

Mailing Address: 600 West Ocean Dr PO Box 510141 Key Colony Beach FL 33051

15. INSURANCE - Before beginning any work under this Agreement, including any design or pre-staging, and throughout the Contract Term, the Contractor shall procure and maintain insurance pursuant to the requirements set forth in the RFP. Proof of insurance, including a certificate of insurance showing the City as an additional insured on all required policies, must be provided to the City prior to beginning any work under this Agreement.

16. ASSIGNMENT - Contractor shall not assign this Agreement or any part thereof, including attachments, without the written consent of the City. Such consent will not relieve Contractor from its obligations and liabilities.

17. ATTORNEY'S FEES- Should the City be forced to retain an attorney to enforce any provisions of this Agreement, to collect damages for breach of this Agreement, or engage in any litigation over this Agreement, the City shall be entitled to recover its reasonable attorneys' fees, costs, charges, and expenses expended or incurred in pursuit of all such claims at every level, including pre-suit, pre-trial, trial, and appeal and including any litigation over entitlement to or the amount of attorneys' fees and costs owed.

18. NOTICES - All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested, addressed to the following:

If to the City:

City Clerk

600 West Ocean Dr po box 510141
Key Colony Beach FL 33051

If to Contractor:

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

19. ENTIRE AGREEMENT - The Contract Documents set forth the entire agreement between the Parties with respect to the subject matters covered by this Agreement and supersede all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

20. MODIFICATIONS - This Agreement may not be amended or modified except in writing, executed by the Parties.

21. NO THIRD PARTY BENEFICIARIES - This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties

22. CONTROLLING LAW AND VENUE-The Contract Documents shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under the Contract Documents shall lie solely in the courts located in Pinellas County, Florida and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

23. WAIVER - No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under the Contract Documents, or of any rights or remedies to which either party may be entitled to on account of any such default or failure to perform.

24. HEADINGS AND SECTION REFERENCES - The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

25. MUTUAL DRAFTING -This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

26. SEVERABILITY - If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

27. AUTHORIZATION -The Parties represent and warrant that each are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS THEREOF, Contractor and the City have executed and delivered this Agreement as of the Effective Date.

THE CITY OF KEY COLONY BEACH

By: _____

Print Name: _____

Title: Mayor _____

Attest: _____

City Clerk

Approved as to form: _____

City Attorney

Agreed to and accepted by:

Signed in the presence of

CONTRACTOR

Printed Name: _____

By: _____

Print Name: _____

Title: _____

Printed Name: _____

DRAFT

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p>
<p>Owner</p> <p>Name: <u>City of Key Colony Beach, Florida</u></p> <p>Mailing address (principal place of business): 600 West Ocean Drive Key Colony Beach, Florida 33051</p>	<p>Contract</p> <p>Description (name and location): WRF UV Contact Tank Rehabilitation Key Colony Beach, Florida</p> <p>Contract Price: \$XXX,XXX.00</p> <p>Effective Date of Contract: ____ __, 2024</p>
<p>Bond</p> <p>Bond No.: _____</p> <p>Bond Amount: \$ XXX,XXX.00</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p>	<p>Surety</p>
<p>_____ <i>(Full formal name of Contractor)</i></p>	<p>_____ <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>	<p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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 EJCDC® C-610, Performance Bond.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

Bond shall be recorded in the County in which work is performed in accordance with Florida Statutes Section 255.05.

DRAFT

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (principal place of business): _____</p>
<p>Owner</p> <p>Name: <u>City of Key Colony Beach, Florida</u></p> <p>Mailing address (principal place of business): 600 West Ocean Drive Key Colony Beach, Florida 33051</p>	<p>Contract</p> <p>Description (name and location): WRF Static Screen Replacement Key Colony Beach, Florida</p> <p>Contract Price: \$XXX,XXX.00</p> <p>Effective Date of Contract: _____, 2024</p>
<p>Bond</p> <p>Bond No.: _____</p> <p>Bond Amount: \$ XXX,XXX.00</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

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shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

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- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:
- Bond shall be recorded in the County in which work is performed in accordance with Florida Statutes Section 255.05.

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Key Colony Beach, Florida

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 2024

Personally known _____

OR Produced identification _____

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped
commissioned name of notary public)

Form PUR 7068 (Rev. 04/10/92)

SECTION 00900

ADDENDA AND MODIFICATIONS

Bidding addenda and/or modifications issued prior to signing of the construction agreement are to be attached hereto.

END OF SECTION

DRAFT

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 TYPES OF SUBMITTALS:

- A. Construction Schedules: The Contractor shall prepare and submit to the Engineer, within two weeks of the Notice to Proceed, a construction schedule showing the proposed dates for starting and completing each of the various branches of work. The schedule shall be in the form of a bar graph with a representation of the schedule of estimated pay requests by months.
- B. Manufacturer's data shall include all standard published information describing products, systems, methods and performance. Include manufacturer's name and address, and associations with which manufacturer of his products comply.
- C. Shop drawings and schedules shall include items, products, materials, methods, anchorages, details, or any other information required to fabricate items of the Work and complete the installation which is not specifically stated or described on manufacturer's data. Shop drawings shall specifically address the work of this project.
- D. Installation instruction shall include all information required from a manufacturer or fabricator to have his product installed. This may be included as a shop drawing, if such are required.
- E. Warranties and Guarantees required by the Contract Documents shall begin on the date of Substantial Completion of the project or any portion thereof, into which the warranted or guaranteed item was installed, constructed, or otherwise made operational. All warranties and guarantees shall be in effect for a minimum of one year unless specified for a longer period. Include all specific items covered, company names and addresses, and names of persons authorized to warrant or guarantee item(s), if not a blanket coverage.
- F. Certifications and test reports of products, materials, and performance for compliance with specified requirements shall specifically address the work and shall contain the name and signature and address of persons authorized to make such certifications.
- G. Evidence of compliance to instructions shall be copies of transmittal letters or letter of verification duly signed by authorized persons.

- H. Operation and Maintenance Manuals shall include all literature required to properly operate and maintain any equipment installed in the work and shall include names and addresses of manufacturers and authorized service and/or parts representatives, and dealers and shall be delivered on or before data of beneficial occupancy.
- I. Samples required shall be as specified and shall include identifications of the specific item and specification section to which the sample applies.
- J. Record drawing redlines/mark-ups shall be submitted with each month's pay request. See additional requirements in Specification Section 01700.

1.02 COPIES OF SUBMITTALS:

- A. Electronic submittals are acceptable, but the Contractor shall provide at least the denoted number of printed copies if directed by the Owner.
 - 1. Manufacturers Data: 2
 - 2. Shop Drawings and Schedules: 2
 - 3. Installation Instructions: 2
 - 4. Warranties and Guarantees: 2
 - 5. Certifications and Test Reports: 2
 - 6. Evidences: 2
 - 7. Operation and Maintenance Manuals: 2
 - 8. Samples: 2
- B. Any copies submitted in addition to those required will be processed and returned to the Contractor. Additional copies may be in the form of a reproducible copy.
- C. If electronic submittals are not legible or of poor quality, then they will be immediately returned to the Contractor not reviewed and without action.
- D. As soon as practicable after the date of execution of the Agreement and within 30 days, the Contractor will make all required submittals.

1.03 REVIEW OF SUBMITTALS:

- A. All submittals required by the Contract Documents shall be sent to the Engineer.
- B. Copies of submittals to be returned for the Contractor's use will be processed and submitted to the Contractor within 14 calendar days of receipt of each submittal by the Engineer. Resubmittal reviews resulting from initial review findings such as "Approved as Noted", "Revise and Resubmit", or "Not Approved" will be processed within 14 calendar days of receipt. Any submittal requiring more than two reviews will include an invoice for the

Engineer's time to complete the review. Any non-payment will be addressed through the Contractor's retainage.

- C. Review of submittals is only for conformance with the design concept of the project or work and does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents nor from responsibility for errors and omissions in the submittals.
- D. Submittals received without the Contractor's signed "Checked and Approved" stamp on each copy will be returned without action and noted as such or "RWA."
- E. Any submittals or portions thereof which are processed and returned to the Contractor will be marked "Approved," "Approved as Noted", "Revise and Resubmit", or "Not Approved" (i.e., "Rejected").
- F. Submittals which refer to information or data not included in the submittal (excluding the Contract Documents) will not be checked.

1.04 WRITTEN DOCUMENTS:

- A. All written documents including letters, letters of transmittal and request, generated by the Contractor shall be on standard letter or legal size paper and include Contractor's name, the Owner's project number, Engineer's project number, date and be signed by authorized personnel.
- B. Letters of transmittal whether written or of standard form, shall also clearly identify each part of the submittal with specification section number and indicate the number of copies of each part. Letter requesting substitutions shall contain the same information.
- C. All submittals for approval shall be individually numbered by the Contractor in sequence of order of submission. Resubmittal of revised submittals shall bear the same numbers and be clearly marked "Resubmittal No. _____".
- D. All copies shall be neatly prepared, easily readable, bound and transmitted. Facsimile copies or reproductions of facsimile copies will not be accepted.

1.05 COLORS:

- A. The Engineer in noting and marking submittals will use the color green.
- B. The Contractor in noting and marking submittals shall use the color red.
- C. Marks or notations of any other color on submittals shall be disregarded.

1.06 ON-SITE RECORDS: The Contractor shall have at least one set of complete, approved submittals and shop drawings on the job site at all times when such work is in progress.

1.07 SUBMITTAL SCHEDULE:

- A. Within 10 calendar days after the effective date of the Agreement, the Contractor shall submit a preliminary list of shop drawings with the project's preliminary schedule.
- B. Denote critical path shop drawings for review and discussion at the pre-construction meeting.
- C. Update shop drawing log with each month's pay request.

END OF SECTION

DRAFT

SECTION 01301

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 PRECONSTRUCTION MEETING:

- A. The Engineer will schedule a meeting after Notice of Award. It will likely occur during the City's normally scheduled Utility Board Meeting,
- B. Attendance Required:
 - 1. WRF Operational Staff.
 - 2. Engineer.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution Agreement, if not already completed.
 - 2. Submission of executed bonds and insurance certificates, if not already completed.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, Submittals (Shop Drawings), submittal scheduling, Schedule of Values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
 - 8. Critical Path Review.

9. Construction Sequencing Plan and confirmation of WRF operations coordination.
- D. Contractor shall record minutes and distribute copies within two days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS:

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and Suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meeting.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Review open request for information (RFI).
 5. Identification of problems that impede, or will impede, planned progress.
 6. Review of submittals schedule and status of submittals.
 7. Review of off-site fabrication and delivery schedules.
 8. Maintenance of progress schedule.
 9. Corrective measures to regain projected schedules.
 10. Provide status of open change orders.
 11. Planned progress during succeeding work period.
 12. Coordination of projected progress.
 13. Maintenance of quality and work standards.
 14. Effect of proposed changes on progress schedule and coordination.
 15. Other business relating to Work.
- E. Contractor shall record minutes and distribute copies within two days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE:

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

END OF SECTION

DRAFT

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. **Work Included:** Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work, as specified herein, and in other provisions of the Contract Documents. The Bid Form includes a breakdown of the Contract's lump sum portion for bidding comparison purposes only. This breakdown is not intended to be schedule of values utilized for payment purposes as the project progresses through construction.
- B. **Related Work:** Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.02 QUALITY ASSURANCE:

- A. Use required means to assure arithmetical accuracy of the sum described.
- B. When so required by the Engineer, provide copies of the subcontracts or other data acceptable to the Engineer substantiating the sums described.
- C. Unbalanced or front-end loaded schedule will not be accepted.
- D. **Lump Sum:**
 - 1. Show specified allowances/alternatives, if applicable.
 - 2. Provide complete breakdown of all work including a breakdown of the various project components. Break out separate costs for bonds, insurance, equipment testing, start-ups, etc. Owner may request further breakdown for project review and monitoring.
 - 3. The project shall be broken into a logical order of construction that can be tracked and monitored. The Contractor shall submit a DRAFT Schedule of Values (SOV) for the Engineer's review and comment. The SOV shall be modified as requested.

- 1.03 EQUIPMENT AND MATERIALS IN STORAGE:** Partial payment for materials and equipment in proper storage at the site of the work or other approved storage site will be made for those items for which the Contractor has submitted paid invoices to the Engineer.

1.04 SUBMITTALS:

- A. Prior to first application for payment, submit a proposed schedule of values to the Engineer.
 - 1. Meet with the Engineer and determine data, if any, required to be submitted.
 - 2. Secure the Engineer's approval of the values prior to submitting first application for payment.

END OF SECTION

DRAFT

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS: Definitions: Specified quality control requirements for the work are indicated throughout the Contract Documents and are not repeated herein. The requirements of this Section are primarily related to performance of the work beyond furnishing of manufactured products. The term "Quality Control" includes, but is not necessarily limited to, inspection and testing and associated requirements. This Section does not specify or modify Engineer's duties relating to quality control and Contract enforcement.

1.02 RESPONSIBILITY FOR INSPECTIONS AND TESTS:

- A. Unless otherwise noted all testing and inspections required by these specifications shall be performed by a properly certified entity. All cost associated with the testing and inspections shall be the Contractor's responsibility. The Contractor shall also be responsible for all tests or inspections required by any entity having jurisdictional control over the work.
- B. Costs for those required services by independent testing laboratories are recognized to be included in the Contract Sum.
- C. No failure of test agencies, whether engaged by Owner or Contractor, to perform adequate inspections or tests or to properly analyze or report results, shall relieve the Contractor of responsibility for fulfillment or requirements of Contract Documents. It is recognized that required inspection and testing programs are intended to assist the Contractor, Owner, Engineer and governing authorities in nominal determination of probable compliance with requirements for certain elements of work. The program is not intended to limit the Contractor's regular quality control program as needed for general assurance of compliance.

1.03 QUALITY ASSURANCE:

- A. **General Workmanship Standards:** Except as more definitively specified, the Contractor shall comply with recognized workmanship quality standards within the industry as applicable to each unit of work, including ANSI Standards, where applicable. It is a requirement that each category of trades person or installer performing the work is prequalified, to the extent of being familiar with applicable and recognized quality standards for that category of work, and being capable of workmanship complying with those standards.

- B. Qualification of Quality-Control Agencies: Except where another qualification standard is indicated, and except where it is specifically indicated that use of prime product manufacturer's test facilities is acceptable, engage independent testing laboratories complying with "Recommended Requirements for Independent Laboratory Qualification" as published by American Council of Independent Laboratories, and specializing in type(s) of inspections and tests required.
- C. When requested by the Engineer, submit proof of qualification for agency(s) engaged or to be engaged to perform inspection and testing services. If, after review of the submitted information, the Engineer determines that the agency's qualifications are unsatisfactory, the Contractor shall engage an alternate agency at no additional cost to the Owner.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING: Handle, store, and protect materials and products, including fabricated components, by methods and means which will prevent damage, deterioration, and losses including theft (and resulting delays), thereby ensuring highest quality results as the performance of the work progresses. Control delivery schedules so as to minimize unnecessary long-term storage at project site prior to installation. Contractor shall provide covered storage for all new equipment on the site which is not intended for outside installation. Electrical, hydraulic, and pneumatic connections on all equipment shall be protected from the elements.

1.05 WATER-TIGHTNESS: All tanks and other equipment containing liquids that are not subject to specific leakage testing, as may be specified elsewhere, shall be free of all leakage when filled to the maximum pressure of static head that could be applied during operation of the plant.

1.06 CODES AND STANDARDS:

- A. Work of this Project shall comply with all applicable Codes and Standards in effect at the time of performance of the Work of this Project (editions and updates as current). Codes include, but are not necessarily limited to, the following:
 1. Florida Building Code (current edition).
 2. Florida Fire Prevention Code (current edition).
 3. Florida Administrative Code.
 4. Department of Community Affairs, Florida Building Commission.
 5. NFPA - 70 National Electrical Code (current edition).
 6. ASCE/SEI 7-10.
 7. Underwriter's Laboratory Assembly Requirements.
 8. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
 9. ACI 350, Latest Edition.
 10. AISC Steel Construction Manual, Latest Edition.
 11. OSHA CFR 29, Parts 1926 and 1910.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 PREPARATION FOR INSTALLATION:

- A. Pre-installation Conferences: Well in advance of installation of every major unit of work which requires coordination with other work, the Contractor shall meet at project site with installers and representatives of manufacturers and fabricators who are involved in, or affected by, the unit of work, and in its coordination or integration with other work which has preceded or will follow.
- B. The Contractor shall advise the Engineer of scheduled meeting dates. At each meeting the Contractor shall review the progress of other work and preparations for the particular work under consideration, including requirements of Contract Documents, product data, quality control samples, possible conflicts, compatibility problems, time schedules, weather limitations, structural limitation, governing regulations, safety, inspection and testing requirements, required performance results, recording requirements, and protection. Record significant discussion of each conference and agreements and disagreements, along with final plan of action. Distribute a record of the meeting promptly to everyone concerned, including the Engineer.
- C. The Contractor shall not proceed with the work if associated preinstallation conference cannot be concluded successfully. The Contractor shall complete actions to resolve impediments to performance of the work, and meet at earliest date feasible.
- D. Installer's Inspection of Conditions: The Contractor shall require the fabricator and installer of each major unit of work to inspect the field conditions under which the work will be performed, and to report (in writing, to the Contractor and the Engineer) any unsatisfactory conditions. If unsatisfactory conditions exist, do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the fabricator and installer.

3.02 INSTALLATION QUALITY CONTROL:

- A. Manufacturer's Instructions: Where installation includes manufactured products, comply with manufacturer's applicable instructions and recommendations for installation to whatever extent these are more explicit or more stringent than applicable requirements indicated in the Contract Documents.

- B. The Contractor shall inspect each item of materials or equipment immediately prior to installation and reject damaged and defective items.
- C. Provide attachment and connection devices and methods for securing work properly as it is installed, true to line and level, and within recognized industry tolerances, if not otherwise indicated. Allow for expansions and building movements. Provide uniform joint widths in exposed work, organized for best possible visual effect. Refer questionable visual effect choices to Engineer for final decision.
- D. The Contractor shall recheck measurements and dimensions of the work as an integral step of starting each installation.
- E. Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work for noncompatible work as required to prevent deterioration.
- F. Coordinate enclosure (closing-in) of work with required inspections and tests, so as to avoid necessity of uncovering work for that purpose.
- G. Mounting Heights: Except as otherwise indicated, mount individual units of work at industry-recognized standard mounting heights for applications indicated. Refer questionable mounting height choices to Engineer for final decision.
- H. Adjust, clean, lubricate, restore marred finishes, and protect newly installed work to ensure that it will remain without damage or deterioration during the remainder of the construction period.

3.03 QUALITY ASSURANCE:

- A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to:
 - 1. Building Code Requirements.
 - 2. Health and Safety Regulations.
 - 3. Utility Company Regulations.
 - 4. Police, Fire Department and Rescue Squad Rules.
 - 5. Environmental Protection Regulations.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Engineer.

1.02 TEMPORARY FACILITIES:

- A. **Drinking Water:** The Contractor shall provide cool water with dispensing utilities.
- B. **Construction Water:** The Owner shall make available temporary water for construction through existing outlets at the project site provided the Contractor is not careless or wasteful with his water usage. The Contractor shall provide proper backflow devices in order to comply with regulations concerning backflow & cross connection.
- C. The Owner will make available construction power through existing outlets at the project site. It shall be the Contractor's responsibility to provide additional temporary electrical power for construction should the Owner's existing outlets and distribution devices not be suitable for construction purposes.
- D. **Toilet Facilities:** The Contractor shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located on the plant site at a point approved by the Owner. It shall be maintained daily by the supplying company and removed from the project site upon completion of the project.
- E. A complete first aid kit, supplied in accordance with applicable OSHA standards and suitable for a project of this size, shall be kept in this facility and fully maintained for the duration of this project.

1.03 SECURITY:

- A. **General:** The Contractor shall provide security, as necessary or required, to protect work and property at all times.

- B. Badges: The Contractor is responsible to submit employee lists to the Mandarin WRF Manager. The lists must be amended every time an employee changes. The employees on the list shall obtain a JEA-issued badge in order to enter and leave the facility.
- C. Rodents and Other Pests: The Contractor, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Contractor shall secure services of exterminator to control.
- D. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require use. Remove from site at least weekly.
- E. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.
- F. Project Safety: The Contractor shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative on the site during all working hours shall be trained in project safety and designated as Contractor's Safety Director. Contractor shall comply with JEA safety requirements.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS:

- A. General provisions of Contract, including General and Supplementary Conditions.
- B. Warranties and certificates for specific products - Respective Specification Sections.
- C. Project Closeout, Section 01700.

1.02 SECTION INCLUDES: Administrative and procedural requirements for warranties, bonds, and certifications required by the Contract Documents, including Owner's Standard Maintenance Warranty Bond, manufacturers' standard warranties on products, and special warranties.

1.03 WARRANTY REQUIREMENTS:

- A. Unless stated differently in separate specification sections such as liner requirements, Contractor shall warrant all work covered under this Agreement to be free from defects for a minimum period of two (2) years after the date of Substantial Completion. Longer warranty durations may be specified elsewhere.
- B. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work or abandon in-place, if acceptable to Owner, in a manner that is acceptable to Owner.
- C. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work, regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

- E. Written warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- F. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- G. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.04 SUBMITTALS:

- A. Submit written warranties to the Owner before requesting inspection for Substantial Completion. If the Owner's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
- B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.
- C. When a special warranty is required to be executed by the Contractor or the Contractor and a subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.
- D. Provide written certifications of compliance and other commitments and agreements for continuing services in a form which includes all pertinent information including:
 - 1. Quantities and dates of shipments.
 - 2. Attestment that materials incorporated into the Work comply with specified requirements. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials, if the material is later found to not meet specified requirements.
 - 3. Signature of officer of company.

4. Laboratory test reports submitted with certificates of compliance shall show dates of testing, specification requirements under which testing was performed, and results of tests.
- E. Refer to individual Sections of Divisions 2 through 16 for specific content requirements and particular requirements for submittal of special warranties.
- F. Form of Submittal:
1. Compile three (3) copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
 2. Organize the warranty documents into an orderly sequence based on the table of contents of the Technical Specifications.
 3. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.
 4. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 5. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 02590

UNDERGROUND FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION: Work under this Section consists of furnishing all tools, equipment, and labor as described herein.

1.02 SUBMITTALS:

- A. Submit sketches of all conflicts and proposed resolution of conflicts.
- B. Record Drawings shall depict all Underground Facilities encountered in the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Location of Underground Facilities:
 - 1. Underground Facilities are underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any other encasements containing such facilities, including those which convey electricity, gases, compressed air, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
 - 2. Prior to excavation, the Contractor shall conduct an investigation into the location of all Underground Facilities. The objective of this investigation is to determine the locations of Underground Facilities in advance of actual construction in order to resolve ahead of time conflicts with the proposed work. Underground Facilities that are shown or indicated are based on limited information. The locations shown or indicated are only approximate and it is probable that there are Underground Facilities that are not shown or indicated.

3. The Contractor shall, by means of standard geophysical prospecting techniques, designate (to indicate by marking) the presence and approximate depths of Underground Facilities along the routes of proposed construction. All Underground Facilities within five (5) feet of the proposed work shall be designated.
4. The Contractor shall locate Underground Facilities to obtain accurate horizontal and vertical positions and may utilize any methods or procedures he deems appropriate for locating, but not damaging, the Underground Facilities. These methods may include, but not be limited to, careful hand excavation, pot-holing, and the use of ground penetrating radar (GPR). All Underground Facilities shall be located, both those shown or indicated and those that are not shown or indicated. The Contractor shall have full responsibility for the safety and protection of all Underground Facilities and repairing any damage thereto resulting from the work.
5. If an Underground Facility is uncovered or revealed which constitutes an unforeseen obstruction, the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in connection therewith, give notice to the Engineer. The Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is needed in the Contract to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

END OF SECTION

SECTION 06700

FIBERGLASS REINFORCED PLASTIC (FRP) COVER

PART 1 - GENERAL

1.01 SUMMARY: This Section includes fiberglass reinforced plastic (FRP) flat cover system to replace the existing system located at the UV Contact Tank.

1.02 QUALITY ASSURANCE:

- A. The material covered by these specifications shall be furnished by a reputable and qualified manufacturer of proven ability that is regularly engaged in the manufacture and installation of FRP products.
- B. Fabricator shall be experienced in successfully producing FRP products specified for this project, with sufficient production capacity to produce required units without causing delay in the work.
- C. Fabricator shall provide a list of five (5) installations of comparable size in operation for at least three (3) years.

1.03 SUBMITTALS:

- A. The following shall be submitted in accordance with the General and Special Provisions.
 - 1. Shop Drawings:
 - a. Dimensions.
 - b. Job specific layout.
 - c. Sectional assembly.
 - d. Location and identification mark.
 - e. Cover locations and attachment.
 - f. Support locations and attachment.
 - g. Accessories, attachments, transition pieces.
 - h. Connection details.
 - 2. Manufacturer's Catalog Data:
 - a. Dimensions, spacing, and construction details.
 - b. Materials of construction.
 - c. Description.

3. Certificates: Submit Manufacturer's certification that all materials furnished are in compliance with the applicable requirements of this specification.
4. Manufacturer's Instructions: Submit complete information and instructions relating to the storage, handling, installation, and inspection of all equipment related to this Section.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. All FRP components shall be shop fabricated and assembled into the largest practical size suitable for transporting.
- B. The parts and assemblies that are shipped unassembled shall be packaged and tagged in a manner that will protect the equipment from damage and facilitate the final assembly in the field.
- C. All FRP materials shall be stored before, during, and after shipment in a manner to prevent cracking, twisting, bending, breaking, chipping, or damage of any kind to the materials.

1.05 DESIGN CRITERIA:

- A. The design of fiberglass panel system, the fiberglass support structure, and associated structural connections shall be in accordance with the governing building code(s), manufacturer's design manual, and approved standards, as applicable.
- B. Design live loads shall be in accordance with the governing building code as follows.
 1. Floor panels shall be designed for a uniform live load condition of 100 psf with a maximum deflection being the lessor of L/360 for uniform total load.
- C. Structural support members shall be designed to support the design loads with a total load deflection not exceeding L/360 of the structural member span length.
- D. Concentrated Loads: Panels and support structure shall be designed for a concentrated load (vertically applied) of 300 lbs anywhere on the system.
- E. Pipe Support: Where shown on the Drawings, panels and support structure shall be designed to receive direct loading from piping as a permanent condition.

- F. Structural connections shall be designed to transfer the design loads.
- G. Reinforce and stiffen penetrations in panels in accordance with the manufacturer's recommendations.
- H. Design the fiberglass building panel system and support structure for use as an exterior (full sun) exposure in Florida.
- I. Wind load criteria per Florida Building Code.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

- A. The following manufacturer is named to establish a standard of quality necessary for the Project: MFG Construction and Water Products Company, 55 Fourth Avenue, Union City, Pennsylvania 16438. The contractor may submit materials that meet or exceed the specification requirements for review and approval.
- B. Manufacturer of products shall be ISO 9001 certified.
- C. All FRP products shall be manufactured entirely in the United States.

2.02 MATERIALS:

- A. The cover system laminate shall meet the following minimum physical and mechanical requirements:

Laminate Mechanical and Physical Properties

<u>Property</u>	<u>Test</u>	<u>Minimum Value</u>
Tensile Strength	ASTM D-638	18,500 psi
Flexural Strength	ASTM D-790	27,900 psi
Flexural Modulus	ASTM D-790	1,080,000 psi
Barcol Hardness	ASTM D-2853	40
Notched Izod	ASTM D-256	15.4 ft-lbs/in
Water Absorption	ASTM D-570	0.13%

All materials shall be fire retardant per ASTM E84 and D635.

- B. Resin:
1. The resin shall be a commercial grade isophthalic polyester thermosetting resin, which has either been evaluated in a laminate, or which has been determined to be acceptable for use in a waste treatment plant environment.
 2. Color pigment shall be dispersed in the resin system.
 3. Resin shall contain ultraviolet inhibitor.
- C. Fillers: The resin shall contain no fillers. Thixotropic agents for viscosity control are acceptable. Colorants which have been determined by at least five years previous service to be acceptable for the service condition are acceptable. Ultraviolet stabilizers are required in all laminates. Catalysts, accelerators and/or promoters shall be added to provide complete cure of the laminate and must meet the physical properties as indicated in Paragraph 2.03 A.
- D. Ultraviolet Resistance: In addition to the ultraviolet inhibitors in the resin, a 1 mil thick ultraviolet resistance coating is required in all laminates exposed to ultraviolet light.
- E. Metal Reinforcement: When metal reinforcements are used, they shall be free of rust, oil and any foreign matter. They shall be completely encapsulated with a minimum of 1/8" thick laminate.
- F. Reinforcement: E glass with silane finish.
- G. The content of the finished laminate shall be adequate to produce mechanical and physical properties conforming to Paragraph 2.02 A.
- H. Other Reinforcement: Additional reinforcement in the form of foam, balsa sheet or other reinforcement for high stress areas shall be completely encapsulated within the laminate. Care shall be taken to insure that these areas of the laminate are not designated as attachment points or drilled for any purpose.
- I. Laminate Construction:
1. Cosmetic surface shall be a resin rich layer. A gelcoat surface shall be provided.
 2. Structural layers shall consist of plies of chopped strand mat with a maximum of 2 ounces per square foot. Adequate contact molding pressure ensures complete resin wet-out of glass fibers.

3. Outer surface shall consist of a resin rich layer not less than 0.020 inches thick. The outer layer resin shall be applied after cure of the structural layer and suitably embed all reinforcing fibers.
 4. Finished laminate shall be a minimum of 25% fiber reinforced with a minimum thickness of not less than 1/4".
 5. Sufficient to prevent falling through clear opening when oriented in span direction when one end is touching either concrete or vertical leg of plate support.
- J. Materials used in the manufacture of the FRP products shall be new stock of the best quality and shall be free from all defects and imperfections that might affect the performance of the finished product.
- K. Color is project specific.
- L. All cut ends, holes, and abrasions of FRP shapes shall be seamed with resin to prevent intrusion of moisture.

2.03 SUPPORTS AND HARDWARE:

- A. Manufacturer shall be responsible for the design and fabrication of supports suitable for installation of the cover system specified herein.
- B. Supports shall be 316 stainless steel.
- C. All mounting hardware and fasteners shall be Type 316 stainless steel and shall be supplied by the cover system manufacturer.

2.04 ACCESS WAYS:

- A. Manufacturer shall match the existing FRP cover access points and dimensions. An additional 4'x4' man way access point shall be provided adjacent to the existing tank wall at a location identified on the shop drawing submittal. Contractor shall coordinate submittal process with WRF Operator and Manufacturer.

PART 3 - EXECUTION

3.01 STORAGE: Should it be necessary to store product prior to installation, precautions should be taken to prevent cracking, twisting, warping, distortion, bending, breaking, chipping or damage of any kind to the materials.

3.02 GENERAL:

- A. Install plumb or level, rigid, and neat.

- B. Seal field cut holes, edges, and abrasions with catalyzed resin compatible with original resin.

END OF SECTION

DRAFT

SECTION 09910
COATINGS AND LININGS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. The work included in this section consists of furnishing all labor, equipment, materials, tools, rigging, lighting, ventilation and other related items necessary for the proper surface preparation, coating application, curing and cleanup of the facilities specified herein and/or indicated on the Drawings.
- B. All work shall be performed by skilled workmen in a safe and workmanlike manner using equipment and procedures as specified herein and consistent with good coating practices.

1.02 QUALITY ASSURANCE:

- A. The Contractor is responsible for a satisfactory coating system which will adhere without peeling, flaking, blistering, or discoloration. Before application of any painting materials, the Contractor shall submit a Letter of Certification from the manufacturer of materials to be used. The letter shall state that the manufacturer recommends the materials selected for the application proposed.
 - 1. Carboline Company.
 - 2. PPG Industries.
 - 3. Sherwin-Williams.
 - 4. Tnemec Company.
 - 5. Approved Equals.

1.03 SUBMITTALS: Contractor shall submit for Engineer's review and/or approval the following items:

- A. **Materials List:** Complete list of materials to be furnished including descriptive literature and surface on which they will be utilized.
- B. **Certification Letter:** Letter from coating system manufacturer stating that proposed materials are suitable for application proposed.
- C. **Color Samples:** Manufacturer's color chips or color charts for color selection by Engineer/Owner.
- D. **NSF Approval:** Certification that all paints which will come in contact with potable water are EPA/NSF approved.

- E. Equipment: A complete list of equipment to be utilized including painting, blasting, lighting, ventilation, heating, welding and inspection equipment.

1.04 DELIVERY AND STORAGE OF MATERIALS:

- A. Delivery: All coating materials shall be delivered to the work site in the original, factory-sealed containers bearing the manufacturer's labels identifying, where applicable, the product number, name, color and instructions for use.
- B. Storage: Prior to use, all coating materials shall be stored in an area as supplied by the Contractor and/or as designated by the Owner or Engineer. This storage area shall be secure and shall provide the coating materials with protection from weather and temperature extremes below 40°F and above 100°F. The area shall be maintained in a safe, neat and clean manner and free from fire, explosion or other hazards.

1.05 WORKING CONDITIONS:

A. Weather Conditions:

1. No surface preparation or coating application work shall be done under unfavorable weather conditions unless the work is adequately protected from such conditions, and then only with the specific approval of the Engineer.
2. All material temperatures prior to mixing and use shall be between 70°F and 90°F unless specifically permitted by manufacturer or otherwise approved by the Engineer.
3. Surface preparation and coating application shall proceed only when air and surface temperatures are above 50°F and below 125°F, and the surface temperature is at least 5 degrees above the dew point.
4. In the event heating devices are used at any time to create and/or maintain temperature conditions in compliance with the specification requirements, these devices shall be explosion-proof and of the type that does not exhaust sooty or oily residues or any other contaminants into the air. Heating devices shall not be used when, in conjunction with existing temperature and humidity conditions, these devices may create dew point conditions.
5. Painting shall be timed to ensure the area of work is essentially dust free.

B. Lighting and Ventilation:

1. Adequate explosion-proof lighting shall be provided during surface preparation and coating operations as necessary. This lighting shall be sufficient to illuminate clearly the working area without shadows.
2. **Ventilation for Confined Areas:** Adequate explosion-proof ventilation shall be continuously maintained during all surface preparation and coating operations during all recoat and curing periods. This ventilation shall be of the suction type and shall be of sufficient capacity to maintain throughout the confined area a clear atmosphere that is well below explosion and toxic limits. The ventilation system, including all fans and temporary duct-work, shall be arranged such that fresh air is drawn into the confined area and permits no still air spaces to exist in any area. Particular attention shall be given to floor level or lower spaces and pocket areas where heavier-than-air solvents and particulate matter are likely to accumulate. All equipment involved shall be OSHA approved. The Contractor shall be solely responsible for supplying, rigging and operating all ventilation equipment in accordance with OSHA requirements.

C. **Safety:**

1. **General:** The Contractor shall make all necessary provisions with regard to materials, equipment, personnel, procedures and practices to assure that the work shall be done in a safe manner and that the working area is maintained free of all health and safety hazards. Contractor shall pay particular attention to OSHA confined space requirements.
2. **Employee Education:** The Contractor shall direct his personnel's attention to all product warnings and information given on the labels of all components of the coating materials specified herein.
3. **Protective Wear:** While coating materials are being applied, all application and mixing personnel in the area should wear adequate protective clothing and devices (including respirators).
4. **Control of Open Flame:** No item which may produce sparks or open flames should be permitted in the immediate working area (including equipment, matches, cigarette lighters, etc.) and no smoking should be permitted in the area.
5. **Warning Signs:** Appropriate warning signs shall be posted to apprise unsuspecting personnel of the hazards in the area and appropriate barriers shall be erected where required.
6. **Partially Used Containers:** Partially used coating materials that are to be retained should, at the completion of each work day, be returned to their original containers. These containers should be tightly

resealed, material spills wiped clean and the containers returned to the designated storage area.

7. **Disposal of Materials:** Waste coating material (such as unused catalyzed coating, dirty cleanup solvents, etc.) and contaminated disposable items (such as empty cans, rags, etc.) should be removed from the job site and disposed of at the completion of each work day. Disposal should be in sealed containers, at sanitary landfills and in accordance with local, state and federal regulations.
8. **Protection of Existing Facilities:** The Contractor shall be responsible for taking adequate precautions for protecting against fire and soiling or damage to adjacent equipment, structures, surfaces, processes or products. Floors, paved areas and other adjacent surfaces shall be protected against spatter or spillage. No spray painting shall be performed in areas where welding is in progress or near operations involving open flame, sparks or high heat.
9. **Special Operations of Owner:** The Contractor shall determine any special operations of the Owner which could influence the safe workmanship of personnel with respect to electrical, mechanical, chemical or fire hazard situations.

1.06 EQUIPMENT:

- A. **General:** All equipment and tools shall be explosion proof and non-sparking, satisfactory for the intended use and shall be maintained in good working order.
- B. **Spray Equipment:** Spray equipment shall be suitable for the material being sprayed; shall be capable of supplying sufficient air at the required pressures; shall be equipped with air and moisture separators; and shall be thoroughly cleaned before and after each use with the appropriate cleaning solvents.
- C. **Inspection Equipment:** The inspection equipment to be utilized on the project shall be furnished by the Contractor. Acceptable equipment for the various inspection tests required shall be as follows or equal:
 1. **Air Temperature and Relative Humidity:** Bacharach Sling Psychrometer, Model #12-7012 as supplied by KTA-Tator, Pittsburgh, PA., (412) 788-1300.
 2. **Surface Temperature:** Surface Temperature Thermometer, Model #PTC/312F, 0-250 °F as supplied by KTA-Tator, Pittsburgh, PA., (412) 788-1300.

3. Material Temperature: Model #6212 Taylor Paint Thermometer, 25°-125°F, 8-inch stem as supplied by KTA-Tator, Pittsburgh, PA., (412) 788-1300.
4. Wet Film Thickness: Nordson West Film Gage, Model #790-010, 0-20 mils supplied by KTA-Tator, Pittsburgh, PA., (412) 788-1300.
5. Dry Film Thickness: Mikrotest III, Model #FM, Dry Film Thickness Gage as supplied by KTA-Tator, Pittsburgh, PA., (412) 788-1300.
6. Anchor Pattern: Keane-Tator Profile Comparator as supplied by KTA-Tator, Pittsburgh, PA., (412) 788-1300.
7. Surface Preparation: NACE Visual Surface Preparation Standards as supplied by the National Association of Corrosion Engineers, Katy, Texas.
8. Holiday Detection: Model M-1 Holiday Detection as supplied by KTA-Tator, Pittsburgh, PA., (412) 788-1300.
9. Visual Surface Inspection: 1 - Flash-O-Lens #372/1 as supplied by KTA-Tator, Pittsburgh, PA., (412) 788-1300.

1.06 WARRANTY: All lining products shall be unconditionally warranted for a period of 5 years after the application date.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS: The film thickness designated and/or the number of coats to be applied shall not be decreased and shall be increased where required to meet manufacturer's recommendations. Manufacturer's recommendations as to which finish coat should be used with a particular primer shall be observed. In all cases, the painting system shall be from the same manufacturer. All paint shall be mildew resistant.

2.02 COATING MATERIALS: The following materials (or approved equals) shall be utilized for the *exterior* UV Contact Tank. Tnemec materials are specified as the design basis. Alternate materials shall meet or exceed these requirements.

A. Non-Submerged Ferrous Metals: Includes all exposed piping, valves, fittings, and supports which are not aluminum or stainless steel and are constructed as part of the Project shall be factory primed prior to receiving the following coating system:

1. Surface Preparation: Degrease and remove any contamination before proceeding. The surface should be dry and free of any contamination. Consult the manufacturer's application instructions for

the recommended Blast profile. The design basis is an SSPC SP6 cleaning.

2. First Coat: Series 215 Surfacing Epoxy for filler, as required. High-build epoxy primer applied at 4.0 mils DFT. Use Tnemec Series N69 Hi-Build Epoxoline II, or approved equal.
3. Second Coat: High-build epoxy primer applied at 4.0 mils DFT. Use Tnemec Series N69 Hi-Build Epoxoline II, or approved equal.
4. Third Coat: Polyamidoamine Epoxy applied at 6.0 mils. Use Tnemec Series N69, or approved equal.

Minimum system dry film thickness 14.0 mils. All colors approved by the Owner.

- B. The following materials (or approved equals) shall be utilized for the *interior* UV Contact Tank. Tnemec materials are specified as the design basis. Alternate materials shall meet or exceed these requirements.

1. Surface Preparation: Degrease and remove any contamination before proceeding. The surface should be dry and free of any contamination. Consult the manufacturer's application instructions for the recommended Blast profile. The design basis is an SSPC SP10 cleaning.
2. First Coat: Series 215 Surfacing Epoxy for filler at 3.0 mils DFT.
3. Second Coat: Series 215 Surfacing Epoxy for filler at 3.0 mils DFT.
4. Third Coat: Modified Polyamine Epoxy applied at 25.0 mils. Use Tnemec Series 435, or approved equal.

Minimum system dry film thickness 14.0 mils. All colors approved by the Owner.

2.03 CAULKING MATERIALS: Shall be general purpose, mildew resistant, gun grade, interior/exterior acrylic latex caulk complying with ASTM C-834-76. Caulk shall be compatible with specified coating system, paintable, colorfast, non-staining and non-bleeding.

2.04 THINNERS: Where thinning is necessary, only the products for the particular purpose, and by the manufacturer furnishing the coating system, shall be allowed. All thinning shall be done strictly in accordance with the manufacturer's instructions.

- 2.05 STENCILING:** All piping coated pursuant to Section 2.02, and all new piping, shall be labeled in accordance with the 10 State Standard requirements and flow arrows shall be provided. Stenciling shall be accomplished through painting or vinyl tape. All lettering shall be two inches high, appear on both sides of pipes, and be spaced on 10-foot intervals.
- 2.06 COLORING:** All colors shall be selected by the Owner. Contractor shall identify available color selections and those colors that would be compliant with 10 State Standards.

PART 3 - EXECUTION

3.01 GENERAL PREPARATION:

- A. **Protection of Existing Facilities:** Remove, mask, or otherwise protect hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in contact with painted surfaces and not to be coated, prior to surface preparation and coating operations. Reinstall removed items following completion of coating.
- B. **Preparation of Welded Surfaces:** Prior to beginning surface preparation, the Contractor shall have repaired all ferrous metal surfaces and fabrication imperfections resulting from his metal fabrication/welding operations. All welds shall be continuous, relatively smooth, and free of pinholes, blowholes, depressions, sharp projections, inclusions and other imperfections.

3.02 SURFACE PREPARATION:

- A. The existing tankage shall be isolated, drained, and prepared for inspection by the contractor, coating authorized representative, owner, and owner's representative(s). The contractor and coating authorized representative shall prepare a submittal to the Engineer outlining recommended repairs and surface preparations in advance of the coating work. Repair work will be reimbursed via the contract's allowance.
- B. **Rate of Application:** Shall be as recommended by coating manufacturer for the surface involved and/or to provide Dry Film Thickness (DFT) specified.
- C. **Time Limits for Coating:** All blasted surfaces shall have the first coating applied within eight (8) hours and before rust or contamination can occur, except that there shall remain unpainted a 4" to 6" border of blasted steel at the end of each work day. When blast cleaning resumes the following work day, this border shall be reblasted up to and including 1" to 3" of the previously applied coating.
- D. **Protection of Coated Areas:** During all blasting operations, extra care shall be taken to prevent damage or abrasive impingement upon previously applied coated area.

3.03 CURING OF COATING SYSTEMS: Contractor shall comply with recommendation of coating manufacturer for drying time between succeeding coats. Before succeeding coats are applied to a surface, the preceding coat shall have been inspected and approved by the Engineer. Additional coats shall not be applied, nor shall units be placed in service, until coatings are thoroughly dry. Longer drying times may be necessary for confined areas and/or "non-normal" weather conditions.

3.04 TESTING AND INSPECTION:

- A. General: The Owner and/or Engineer shall have access to the work in progress at all times and shall reserve the right to inspect this work at any time for compliance with all requirements of the specifications. The Engineer shall also reserve the right to approve each phase of the work before further work may be done, to halt all work deemed to be improper or not in compliance with the specifications and to require that the Contractor promptly correct all improper practices and defective or deficient work.
- B. Testing Requirements: In order to assure compliance with these specifications, the Contractor shall perform the following tests and/or inspections as the work progresses:
1. Humidity and Air Temperature: The relative humidity and surface and air temperature shall be determined in the immediate working area using suitable instruments specified herein each day before work begins and at least one other time in the middle of the work day.
 2. Material Temperature: Material temperature shall be similarly measured using a suitable instrument as specified herein prior to mixing and/or application.
 3. Anchor Pattern Determination: For each area to be coated, the degree of surface preparation and anchor pattern shall be determined by comparison of work with visual surface preparation standards as specified herein.
 4. Wet Film Thickness: As coatings are applied, the wet film thickness shall be periodically and routinely measured using a suitable instrument specified herein for each coat applied.
 5. Dry Film Thickness: Dry film thickness of each coat of paint shall be measured with a suitable magnetic gauge as specified herein. Measurements in each area shall be made on no greater than 100 square foot areas and then only on coating that has dried to the point where it can no longer be indented by depression of a finger nail under moderate pressure.
 6. Holiday Testing: Following application of the finish coat and when the coating system has dried hard, all coated areas shall be checked for

pinholes or other holidays with a suitable low voltage (100 volts or less) wet sponge holiday detector as specified herein using clean fresh water. All deficient areas shall be clearly marked by circling with a greaseless chalk. These deficient areas shall be touched up by wiping off the chalk with a clean rag and immediately applying a spot coat (preferably by smooth, even brush coat). The surface must be thoroughly dry and free of any surface residues or contamination before any touch-up coat of paint is applied.

C. Final Inspection: Upon completion of the work, the Owner and/or Engineer shall, in the presence of the Contractor conduct a final inspection and shall either approve the work as satisfactory and in compliance with the specification, or disapprove the work and direct the Contractor to make all necessary corrections of all defects or deficiencies. The Contractor shall provide all necessary inspection equipment, labor, rigging, lighting and other equipment to facilitate this inspection. The final inspection shall include the following:

1. Holiday Detection: Holiday detection with a suitable direct current instrument specified herein.
2. Visual Inspection: Visual surface inspection by the naked eye and/or a suitable magnifying instrument for runs, sags, drips, cracks, alligating and blisters.

3.05 LINER SYSTEMS: The contractor shall ensure a certified applicator is utilized for the lining system. The structure shall be inspected and prepared by the applicator before lining system is prepared for installation.

3.06 CORRECTION OF DEFICIENCIES: The Contractor shall correct all items found to be deficient in an expedient manner. Any expenses incurred for corrective measures required as the result of improper practices and/or defective or deficient work shall be borne by the Contractor and the extent of these corrective measures shall be at the discretion of the Engineer.

END OF SECTION

SECTION 15200

BYPASS SYSTEM

PART 1 - GENERAL

1.01 SCOPE: Work covered by this section consists of furnishing all labor, equipment, supplies, and materials necessary to construct and maintain the temporary bypass system and appurtenant facilities as generally depicted in the contract exhibits, and/or modifications thereto required to meet the bypass requirements defined herein. It shall be the Contractor's responsibility to select, design, procure, and construct temporary tankage, piping, and control systems to:

1. Divert Membrane Bioreactor (MBR) permeate flows downstream of the existing UV reactors to temporary tankage that provides wet well volume for the reverse osmosis (RO) feed pump and in-plant reuse pumps; and
2. Allow temporary tankage overflows and flow monitoring to the onsite gravity injection well system.

The temporary bypass system shall meet the requirements of this Specification, all codes, and regulatory agencies having jurisdiction.

The Contractor will be responsible for restraining all temporary piping and providing appropriate anchors, pipe supports, flanges, mechanical joints, bell restraints, etc. to maintain pressure and flow to the designated portions of the City's WRF. The Contractor shall provide restraint and support designs for the proposed piping systems as part of the shop drawing process.

The system's existing operational characteristics are summarized as follows:

- MBR Flow to UV Systems = 100 to 200 gpm (average)
= 660 gpm (peak)
- Storage Volume = 13,100 gallons
(overflow to in-plant reuse off)
- RO Feed Pump Flow = 100 - 150 gpm
- Pump Controls = Ultrasonic level detector
RO Feed Pmp OFF (float switch)
Reuse Pmps OFF (float switch)
- MBR Flow to Injection Wells = 100 to 200 gpm (average)
= 660 gpm (peak)

- Flow Monitoring = Ultrasonic to Injection Wells

During bypass operations, the following conditions shall be considered:

- MBR Flow to UV Systems = 100 to 200 gpm (average)
= 660 gpm (peak)
- Temporary Storage Volume = 8,000 gallons (min) at overflow
- RO Feed Pump Flow = 100 - 150 gpm
- Pump Controls = Submersible level detector
(route signal to existing RO Bldg)

RO Feed Pmp OFF (float switch)
(route contacts to existing RO Bldg)

Reuse Pmps OFF (float switch)
(route contacts to existing RO Bldg)
- MBR Flow to Injection Wells = 100 to 200 gpm (average)
= 660 gpm (peak)
- Flow Monitoring = Flow Meter to Injection Wells
(route to MBR Control Room)

1.02 GENERAL REQUIREMENTS:

- A. Applicable Codes, Standards, and Specifications: The Work shall be in strict accordance with the following codes and standards:
1. FDEP Requirements.
 2. American Society for Testing and Materials (ASTM).
 3. National Electrical Code.
 4. Occupational Safety and Health Standards (OSHA).
- B. Existing Facility Operations:
1. The existing UV Disinfection system shall remain in service during construction of the project. The bypass pumping system shall allow the City to operate the WRF in compliance with their FDEP Operating Permit and ensure no sanitary sewer overflows occur while the bypass system is online.

2. The Contractor shall coordinate the work with the WRF Operator so that the construction will not restrain or hinder the operation of the existing treatment facilities.
3. After having coordinated the work with the WRF Operator, the Contractor shall prepare a submittal in accordance with the enclosed requirements. The Contractor shall obtain City and Engineer's approval before any work is undertaken.
4. Before any portion of the facilities are blocked off, the City's approval shall be obtained to coordinate operations of the treatment facility.

C. Bypass System Description:

1. The Contractor shall provide for continuous transmission of wastewater by providing a temporary bypass system. The Contractor shall coordinate with the WRF Operator to sequence the work so on-going operations are not impacted.
2. The Contractor will be required to furnish and install the bypass system. The WRF Operator will operate the bypass system following start-up approval. The Contractor shall be responsible for any operational issues associated with the temporary piping, valving, and/or other appurtenances installed under their contract requirements.
3. Submit Work Plan detailing overall sequence of work to install the materials. Work Plan shall detail the project schedule, required shutdowns, required temporary structures, contingency plans for weather, and any other pertinent data.

1.03 SUBMITTAL:

- A. Shop Drawings: The Contractor shall submit to the Engineer, City, and WRF Operator a plan defining items such as schedules, final locations of piping, temporary material selections, and all other incidental items necessary and/or required to ensure proper protection of the facilities.

Submit copies of shop drawings and product data for equipment furnished under this section. Submittal shall include the following minimum information:

1. Temporary piping materials and restraint system.
2. Temporary valving and fitting materials.

3. Temporary pipe supports and anchoring (signed, sealed, and dated calculations from a professional engineer shall be available upon request for temporary piping system components).
4. Temporary tankage approach. Type and number of tanks. Confirmation of operational levels in comparison to existing UV Contact Tank levels.
5. Schedule for installation of and maintenance of bypass pumping lines.
6. Temporary controls and electrical wiring to maintain RO Feed Pump control and injection well flow monitoring.
7. Emergency Response Plan, reviewed and approved by the Contractor's Engineer.

PART 2 - PRODUCTS

2.01 TANKS: The Contractor shall submit approach to provide temporary storage while the existing UV Contact Tank is offline for rehabilitation. The operational volumes are defined herein and on the exhibit. The tank must not leak and meet the elevation requirements for proper pump operations as well as the operational storage to allow the existing system to operate without air entrainment, pump cycling, etc. One or more tanks may be provided.

2.02 PIPING:

- A. Piping may be reused materials from other projects, but shall not be damaged and must be capable of meeting the pipe's listed pressure rating. Piping can be laid on grade, but must be supported, as necessary, to ensure strain or stress is not placed on the piping, joints, and/or connection components (i.e., pumps, piping, fittings, tanks, etc.). All joints shall be restrained or flanged.
- B. Polyvinyl Chloride (PVC) 4 In. Through 12 In:
 1. Specification: AWWA C900.
 2. Compound: PVC 12454-B, ASTM D 1784.
 3. Thickness: Pressure Class 235, DR 18.
 4. Pipe Joints:
 - a. Push On: ASTM F477 Elastomeric Gaskets. All joints shall be restrained with bell restraint devices.

- b. Restrained: Uni-Flange Restrainer, Series 1300, 1350 or 1390, Megalug Series, 1600, and 2800. Megalug Series 2000PV shall not be used.
- C. HDPE Piping: AWWA Standard for Polyethylene (PE) Pressure Pipe and Fittings, 4 inch through 12 inch. The pipe shall meet the requirements of ASTM D3350, PE 4710, DR 11.0, 200 psi rated, ductile iron pipe size. All HDPE piping shall be fused.
- D. Polyvinyl Chloride, 3 in. and Smaller:
 - 1. Specification: ASTM D1785.
 - 2. Compound: PVC 12454-B, ASTM D1784.
 - 3. Thickness: Schedule 80.
 - a. Screwed: ASTM D2464.
 - b. Solvent Weld: ASTM D2855.
 - c. Solvent: ASTM D2564.
- E. Pipe Fittings:
 - 1. Ductile Iron and Polyvinyl Chloride (PVC) 4 in. and Larger:
 - a. ANSI/AWWA C110, ductile iron.
 - b. ANSI/AWWA C153.
 - c. Restrained-Ductile Iron: Same as Ductile-Iron pipe joints.
 - d. Restrained-PVC: Same as PVC Pipe Joints.
 - 2. Polyvinyl Chloride (PVC):
 - a. ASTM D2466, Schedule 80 PVC socket type fittings.
 - b. ASTM D2855 and ASTM D2672, solvent weld joints.
 - c. ASTM D2564, solvent cement.
 - 3. Polyvinyl Chloride (PVC) 3 in. and Smaller:
 - a. ASTM D2464, Schedule 80 PVC threaded fittings.
 - b. ASTM D2467, Schedule 80 PVC socket type fittings.
 - c. ASTM D2855 and ASTM D2672, solvent weld joints.
 - d. ASTM D2564, solvent cement.
 - 4. HDPE fused fittings for HDPE piping systems at same DR rating.

- F. Other piping materials may be submitted by the Contractor for review and approval by the Engineer.

2.03 VALVES: Valves may be reused components from other projects, but shall not be damaged and must be capable of meeting the valve's listed pressure rating. All valves shall be flanged or mechanically restrained.

- A. Resilient wedge gate valves and/or plug valves can be used.
 - 1. Shall meet or exceed the requirements of AWWA C509.
 - 2. Shall be iron body, resilient seat, non-rising bronze stem.
 - 3. Working pressure of 200 psi.
 - 4. Internal Metal Surfaces shall be two-part thermosetting epoxy coating, 4 mils thick.
 - 5. Sealing Mechanism shall have zero leakage at 200 psi with flow in either direction.
- B. PVC Ball valves can be used for piping less than 4" diameter.
 - 1. PVC construction, ASTM D1784, with Teflon seats, VITON seals.

2.03 LIQUID LEVEL CONTROLS:

- A. A submersible level transmitter shall be utilized to monitor the temporary tankage levels. The transducer shall have a 4-20 mA output with 24 VDC supply. The transducer shall be calibrated for 0-10 psig (0-23.1') of water. The transducer shall be Prosense Part No. SLT2-010-L40, or approved equal. The transducer shall be integrated into the existing RO system controls. Contractor shall confirm power supply and signal termination points as well as supply voltage.
- B. Float switches shall be supplied to control the RO Feed Pump and In-plant Reuse Pumps operation and provide alarm signal(s).
 - 1. The float switch assemblies shall be supplied for installation by the Contractor. Each switch assembly shall contain a mercury-type switch and weight sealed in a polypropylene housing. Cable length shall be as required to reach the existing termination points without splices.
 - 2. The level control system shall be the mercury switch float type, incorporating weighted floats suspended from a temporary float

holder in the temporary tankage. Rising and falling liquid level in the temporary tankage shall cause switches within the floats to open and close, providing start and stop signals for the level control components.

3. Float Switches shall be direct acting single pole mercury switch which actuates when the longitudinal axis of the float is horizontal and deactivates when the liquid level falls one inch (1") below the actuation elevation. Entire assembly (cable and float) shall be encapsulated to form a watertight and impact resistant unit. Float switches shall meet the following criteria:
 - a. Mercury switch rating (non-inductive) shall be ten (10) amps (minimum) at 120 volts, 60 hertz.
 - b. Float housing construction shall be polypropylene. Cable jacket shall be polyvinyl chloride (PVC).
 - c. Provide normally open or normally closed contacts as required.
4. Cable shall be polyvinyl chloride (PVC) type. Conductors shall be No. 18 gage (41 strand) rated 600 volts. Cable shall be continuous with no splices from the float switch to the control cabinet.
5. Contractor shall confirm power supply and signal termination points as well as supply voltage.

2.04 TEMPORARY FLOW MONITORING: The Contractor shall provide temporary flow monitoring. The concept exhibit includes use of a propeller or magnetic flow meter, but an ultrasonic flow meter may be used to match the existing system operations. Contractor shall confirm power supply and signal termination points as well as supply voltage.

2.05 EMERGENCY RESPONSE PLAN: The Contractor shall be solely responsible for cleaning any sanitary sewer overflows resulting from the temporary system's malfunction and any associated FDEP fines resulting from failure of their constructed components.

PART 3 - EXECUTION

3.01 INSPECTION AND TESTING:

- A. For any buried temporary components, the Contractor is responsible for locating existing utilities in the work area. The Contractor shall locate his bypass pipelines to minimize any disturbance to existing utilities and shall obtain approval of the pipeline locations from the WRF Operator. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.
- B. Upon completion of installation, in the presence of the WRF Operator, the Contractor shall perform a preliminary test on the system to ensure the functioning of all component parts to the satisfaction of the WRF Operator. The bypass system shall run without failure or alarms for a minimum period of 3 consecutive days before any rehabilitation work can begin.
- C. During construction activities, the Contractor shall protect the bypass system and other temporary pipelines that are required to maintain service to the WRF. The Contractor shall be responsible for all physical damage to the temporary systems caused by human or mechanical failure.

3.02 OPERATIONS

- A. The Contractor shall furnish all labor, materials and equipment required to correct any deficiencies noted, by repairing or replacing the defective component and retesting, as required, until the equipment meets the satisfaction of the WRF Operator.
- B. The Contractor is to provide all maintenance services, etc. to maintain the bypass system operation during the duration of the project.
- C. The Contractor shall have designated personnel for on-call maintenance and operation of the bypass system 24 hours a day, 7 days a week during bypass operations.
- D. Following completion and acceptance of the rehabilitation work, the Contractor shall:
 - Place the existing 'rehabilitated' system online in its original configuration. The Contractor shall confirm all existing functionality before dismantling or removing bypass system components.
 - Upon confirmation that existing 'rehabilitated' system is operating and acceptable to the WRF Operator, the Contractor shall remove the bypass system and restore all area impacted by the bypass system.

- E. The City may retain any temporary components that were specifically purchased/procured for this temporary bypass system upon completion of the project. This does not include rented or materials from the Contractor's supply. The Contractor shall coordinate with the City to determine what materials will be retained. Any components not desired by the City shall be removed from the site and disposed of by the Contractor.

END OF SECTION

DRAFT

SECTION 16000
ELECTRICAL WORK - GENERAL

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK:

- A. In general, the work specified in this division of the specifications includes the furnishing of all labor, material, auxiliaries, and services necessary to install a complete and properly operating electrical systems, including all fees, charges, and permits necessary.
- B. The Contractor shall furnish and install all wire, cables, conduits, wiring, wiring devices, lighting fixtures, motor controllers, safety switches, relays, control equipment, and all other apparatus and accessories indicated, specified, or required for complete lighting, power, control and instrumentation systems for the project facilities.
- C. The Contractor shall refer to every section of these specifications for installation and coordination requirements applicable to the work specified in this division. The Contractor shall furnish and install all wiring and connections to all electrical equipment furnished under other sections of these specifications, except where specified or indicated otherwise.
- D. The Contractor shall coordinate all electrical work with other project construction trades, installation requirements, sequence of construction schedule, etc., including coordination and installation of required conduit sleeves and supporting devices.
- E. The Contractor shall be required to coordinate all electrical system connections with each appropriate utility company and shall furnish and install all equipment or material necessary to provide complete electrical and telephone service in accordance with all utility company requirements.

1.02 GENERAL REQUIREMENTS:

- A. Design drawings are diagrammatic and intended to show approximate installation and equipment locations. All dimensions shall be verified in the field and coordinated with shop drawings issued. Equipment schedules are intended to serve as a guide only and does not relieve the Contractor of the responsibility for the complete furnishing and installation of all wiring, cable, conduits, or additional apparatus required.
- B. The Contractor shall furnish, install, maintain, and remove upon completion of the project, all temporary service required for construction

and testing. The service shall be for general power and lighting and shall include distribution system, panelboards, grounding, branch circuits, general lighting, and receptacles as required.

- C. The Contractor shall furnish a covered, weather-protected facility, providing a clean, dry, non-corrosive environment for storage of all electrical and instrumentation equipment incorporated into this project in accordance with the provisions of the General Conditions.
- D. The Contractor shall furnish and install a system of engraved, laminated nameplates (black lettering on a white background), designed to identify each major piece of equipment. Nameplates shall be attached with stainless steel removable fasteners.
- E. Motors will be furnished with the equipment they drive unless indicated otherwise. Motors shall be high efficiency design. Motors located outdoors or within corrosive environments shall be severe duty construction.
- F. The Contractor shall remove all existing electrical equipment within areas to be demolished and shall return all reusable material to the Owner. Equipment feeder conductors shall be removed up to the first remaining circuit disconnect.

1.03 SUBMITTALS:

- A. For each individual section of this division, there shall be submitted for approval a single, complete shop drawing submission. All elementary and schematic diagrams shall be provided with indication of system coordination and complete description of sequence of operation. Deviations from the contract documents shall be clearly identified.
- B. Complete operation and maintenance instruction manuals, including system schematics which reflect "as-built" modifications, shall be provided. All wire terminations shall be numbered and identified on as-built drawings included as part of the operations and maintenance manuals. All drawings included within the operation and maintenance manuals shall be reduced to a maximum dimension of 17 inches x 11 inches, and shall be legible and reproducible. Special maintenance requirements particular to the system shall be clearly defined along with special calibration and test procedures.
- C. One complete set of design drawings shall be neatly marked daily as a record of job progression and "as-built" installation. The drawings shall reflect the actual installed locations of all equipment and indicate the exact routing and elevations of all concealed conduits. Upon completion of the project, the drawings shall be coordinated with the as-built drawings and submitted to the Engineer.

- D. The Contractor shall maintain a record of all construction documentation including construction survey data, inspection reports, test reports, startup logs, etc. Upon completion of the project, copies of all construction documentation shall be submitted to the Engineer.

PART 2 – PRODUCTS

2.01 MATERIALS:

- A. All material shall be new and shall conform with the standards of the Underwriter's Laboratories, Inc., American National Standards Institute, National Electrical Manufacturers' Association, Insulated Power Cable Engineers Association, and Institute of Electrical and Electronic Engineers in every case where such a standard has been established for the particular type of materials in question.
- B. The use of a manufacturer's tradename and catalog number is not intended to indicate preference but only the type and quality of the product desired. Products of reputable manufacturers of equal quality and functional type will be acceptable. Substitutes which tend to lower the quality of the work will not be permitted.
- C. Acceptance of alternate equipment does not relieve the Contractor of the responsibility of compliance with the performance and accuracy requirements of these specifications. Where such substitutions alter the design or space requirements indicated on the Contract Drawings, detailed drawings shall be prepared and submitted by the Contractor delineating any changes in or additions to the work shown on the Contract Drawings, and such drawings and changes or additions to the work shall be made by the Contractor at no additional expense to the Owner. In all cases, the burden of proof that the material or equipment offered for substitution is equal in construction, efficiency, and service to that named on the Contract Drawings and in these Contract Documents shall rest on the Contractor and, unless the proof is satisfactory to the Engineer, the substitution will not be approved.
- D. Wherever possible, equipment items having the same or similar rated capacity or function shall be identical.
- E. All equipment and apparatus shall be the manufacturer's latest proven design, neither presently scheduled for obsolescence nor developmental prototype.

2.02 RACEWAYS:

- A. **Metallic Conduit (Aluminum):** All conduit shall be heavy wall rigid aluminum of standard pipe weight unless noted otherwise.
1. Couplings, conduit unions, conduit fittings, etc., shall be aluminum, shall have conventional trade dimensions, and shall be internally threaded with a tapered thread at each end to fit the tapered thread specified for the corresponding size conduit. Conduit outlet body covers shall be cast construction.
 2. All conduits, couplings, and fittings, and all aluminum conduit elbows and risers located within the classified areas, or within concrete encasement, shall have a gray or black factory-applied PVC coating of not less than 20 mils thickness. Damaged PVC coatings shall be repaired with an approved compound. Conduit supports, channels, and mounting apparatus shall be aluminum or 316 stainless steel.
- B. **Flexible Conduit:** All flexible conduit shall be Type UA liquid-tight flexible metal conduit made with aluminum flexible conduit covered with an extruded PVC jacket, unless noted otherwise. Fittings shall be the type specifically designed for flexible conduit use and shall form watertight connections. Flexible conduit fittings shall be aluminum construction.
1. Flexible conduit shall only be used for connections from conduits, junction boxes, or motor controllers to mechanical equipment or where the location of the connection is such that it is impractical to make a rigid conduit connection, where vibration isolation is required, or where specifically called for on the Drawings. Flexible conduit shall be used for connection to all motors.
- C. **Non-Metallic Conduit:** Non-metallic conduit, couplings, and fittings shall be Schedule 40 PVC unless noted otherwise. All PVC conduit joints shall be solvent-welded in accordance with the manufacturer's recommendations.
1. Underground conduits and conduit embedded within slabs on grade shall be non-metallic; however, conversion shall be made to rigid aluminum before conduit runs exit encasement. Conversion elbows, fittings and risers within the concrete encasement shall be PVC coated rigid aluminum conduit.
 2. Underground conduits shall be installed not less than 24 inches below grade.

3. Underground conduits below driveways, and the underground segments of service entrance conduits, shall be encased in a minimum of 3 inches of concrete.
4. Underground pull boxes shall be provided for all miscellaneous underground conduit runs over 200 feet long.
5. A minimum 3-inch wide polyethylene warning tape, yellow for electrical and orange for telephone, with imprinted legend, shall be installed in the backfill above all underground conduits. Warning Tape shall be Allen Terra Tape, or equal and shall be guaranteed not to discolor. Unless indicated otherwise, the tape shall be 12 inches below the finished ground grade.

2.03 WIREWAYS: Wireways, as indicated on the Drawings or approved for installation, shall be NEMA 12 construction with gasketed screw covers and gray baked enamel over a rust-inhibiting primer finish. Wireways installed outdoors on in corrosive atmospheres shall be NEMA 4X aluminum or 316 stainless steel.

- A. Wireways shall be furnished and installed with required conduit knockouts only.

2.04 WIRES AND CABLE:

- A. Low Voltage Wire: Low voltage wire and cable shall be 600 volt, single-conductor copper, rated 90 degrees C dry and 75 degrees C wet. Unless indicated otherwise, low voltage wire shall be Type XHHW.

Instrumentation Cable: Instrumentation cable shall be single twisted pair, 600 volt, stranded, tinned copper conductors with cross-linked polyethylene primary insulation, aluminum-mylar foil and braided shield with copper drain wire, and chlorinated polyethylene jacket.

- B. Wire shall be color coded per the NEC and as follows:
 1. 480/277V, 3 Phase, 4 Wire System: Brown, Orange, Yellow with Gray Neutral and Green Ground.
 2. 120/240V, 120/208V 1 Phase, 3 Wire System: Red and Black with White Neutral and Green Ground.
 3. 120/240V, 120/208V, 3 Phase, 4 Wire System: Black, Red, Blue with White Neutral and Green Ground.
- E. Use solid conductor for feeders and branch circuits #10 AWG and smaller. Use stranded conductors for feeders and branch circuits #8 AWG and

larger.

- F. Use stranded conductors for control circuits.
- G. Use conductor not smaller than 12 AWG for power and lighting circuits.
- H. Use conductor not smaller than 14 AWG for control circuits.
- I. Provide 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet (25 m) or as indicated.
- J. Conductor sizes are based on copper.
- K. All single-phase circuits from 120/240V and 120/208V 3-phase panelboards shall have separate neutral conductors originating in the panelboard.
- L. All feeders and branch circuits shall contain an equipment grounding conductor.

2.05 TERMINAL BLOCKS AND WIRE MARKING:

- A. Terminal blocks for power conductors shall be 600 volt, three pole unit construction type with high pressure solderless connectors, headless socket screws, and ampere rating equal to or greater than the ampacity of the maximum conductor size to be terminated; Square D Type LBC, or equal.
- B. Terminal blocks for control and instrumentation conductors shall be 600 volt, sectional rail mounted terminal blocks with plastic pre-printed terminal numbering markers on both the inside and outside tracks, and provisions for center terminal bridge jumper cross connections with no loss of space on terminal or rail; Siemens 8WA1 011-1DF11, or equal. Terminal blocks for general control connections shall be feed-through terminal blocks; terminal blocks for instrumentation signal circuits shall be knife type test/disconnect terminal blocks; and terminal blocks for cable shield termination and grounding shall be ground blocks.
- C. Cable and conductor markers shall be heat shrinkable sleeve markers with permanent legible machine printed markings.

2.06 BOXES:

- A. General: Boxes shall be installed at all locations necessary to facilitate proper installation and equipment connection, including each conduit/cable transition.

1. Minimum dimensions of boxes shall not be less than NEC requirements and shall be increased if necessary, for practical reasons or where required to suit job condition.
 2. Boxes shall have only the holes necessary to accommodate the conduits at point of installation. All boxes shall have lugs or ears to secure covers.
 3. All boxes shall be rigidly secured in position. All boxes, except on unfinished ceilings and walls, and where conduit is run exposed, shall be so set that the front edge of box shall be flush with or recessed not more than 1/4-inch behind the finished wall or ceiling line.
- B. Outlet Boxes: The location of outlets as shown on the drawings will be considered as approximate only. It shall be the work of this section to study all plans with relation to spaces surrounding each outlet in order that the work may fit and that when fixtures or other fittings are installed they shall be symmetrically located to best suit each condition. All outlets shall be coordinated with the work of other sections of these specifications to prevent outlets or fixtures from being covered by pipe, duct, etc.
1. Outlet boxes shall be cast one-piece hub type standard gang boxes with rubber gaskets.
 - a. Wiring device boxes shall be equipped with cast screw-type covers; Crouse-Hinds Series FS or equal.
 - b. Fixture boxes shall be of sufficient diameter to provide a seat for the fixture canopy; Crouse-Hinds Series GRF or equal.
 2. Unless indicated otherwise, receptacle boxes shall be centered 1 foot 6 inches; wall switch boxes shall be centered 4 feet; and wall fixture boxes shall be centered 7 feet 6 inches above finished floor.
 - a. Where shown at door locations, wall switch boxes shall be installed on lock side of door.
 - b. Where shown on columns or over doors, wall fixture boxes shall be installed symmetrically.
- C. Pull Boxes: Pull boxes, including junction boxes and terminal boxes, shall be installed at all necessary points, whether indicated or not, to prevent injury to the insulation or other damage that might result from pulling resistance or other reasons during installation.
1. Unless indicated otherwise, pull boxes shall be NEMA 12

construction with gasketed screw covers and gray baked enamel over a rust-inhibiting primer finish. Pull boxes installed outdoors on in corrosive atmospheres shall be NEMA 4X aluminum or 316 stainless.

2. Pull boxes in excess of 36 inches x 36 inches x 12 inches shall be fabricated from code gauge aluminum or 316 stainless steel, suitably reinforced to provide a rigid, self-supporting construction. Each large pull box shall be equipped with a gasketed hinged cover fastened with screws on three sides. Dimension and installation details, for each large pull box, shall be approved prior to fabrication.
 3. Pull boxes in hazardous areas shall be explosion proof, cast aluminum construction with hinged, threaded, screw-on covers. Explosion proof pull boxes shall be equipped with threaded conduit openings as required for the initial installation, all identified future connections, and a minimum of one spare conduit opening sized to match the largest otherwise required conduit opening.
 4. Branch circuit pull boxes shall be appropriate outlet boxes with blank covers.
- D. **Underground Pull Boxes:** Underground pull boxes shall be minimum 24-inch x 14-inch x 18-inch deep composite service boxes constructed of reinforced polymer concrete suitable for light traffic loading, with locking cover and molded logo; Quazite Composite, or equal.
1. Unless otherwise indicated underground pull boxes shall have solid bottoms. Where open bottom pull boxes are indicated or approved for installation, a bed of gravel, minimum 12" thick and exceeding the pull box footprint by 6" on all sides, shall be placed beneath each open bottom pull box.

2.07 SUPPORT SYSTEMS:

- A. Groups of two or more conduits, and all boxes and equipment, shall be mounted on a system of minimum 1-5/8-inch x 1-5/8-inch heavy wall aluminum or 316 stainless steel channel with a minimum of 25% unused capacity.
- B. Overhead conduits shall be supported on trapeze hangers from approved concrete inserts and shall be grouped with pipes wherever possible.
- C. Support system hardware, including hanger rods, shall be aluminum or stainless steel.

PART 3 – EXECUTION

3.01 CODES, PERMITS, AND INSPECTIONS:

- A. The installations shall be in accordance with the regulations of the latest editions of the National Electrical Code, National Electrical Safety Code, applicable city, state, and local codes and regulations and other applicable codes, including utility company codes.
- B. All permits required by state or local ordinances shall be obtained and after completion of the work, a certificate of final inspection and approval from the electrical inspector shall be furnished to the Owner. All permits for installation, inspections, connections, etc. shall be taken out and paid for as part of the work under this section.

3.02 CONDUIT:

- A. Conduit Installation: All conduits shall be run in such a manner as to cause the least interference with other trades. Conduits shall be joined by means of couplings or 3-piece coupling type conduit unions. Joints shall be set up tight. Runs shall be straight and true; elbows, offsets, and bends shall be uniform and symmetrical. Installation workmanship shall be of the best quality and skill.
- B. Conduits shall be of sizes required to accommodate the number of conductors in accordance with the tables given in the current edition of National Electrical Code or as noted on the Drawings. The minimum size of conduit shall be 3/4-inch.
- C. Conduit runs shall terminate below the particular section of the motor control center or equipment to which their respective circuits run. Concealed conduits shall be run in as direct a line as possible. Exposed conduits shall be run parallel to or at right angles with the lines of the building. All bends shall be made with standard conduit ells, conduit bent to not less than the same radius, or malleable iron conduit outlet bodies with gasketed cast iron covers. Adjacent conduit runs shall be installed with concentric bends. All bends shall be free from dents or flattenings. Not more than the equivalent of four quarter bends shall be used in any one run between terminals at cabinets, outlets, and junction or pull boxes. Boxes shall be located in accessible locations.
- D. Conduit shall be continuous from outlet to outlet and from outlets to cabinets, junctions, or pull boxes and shall enter and be secured to all boxes in such a manner that each system shall be electrically continuous from point of service to all outlets. Insulated grounding bushings shall be

used on all metallic conduit. Terminals of all conduits shall be plugged with an approved cap to prevent the entrance of foreign materials when exposed during construction.

- E. As far as practicable, all exposed conduits shall be run without traps. Where dips are unavoidable, a pull box or approved conduit outlet body shall be placed at each low point. Conduit systems shall be completed before conductors are drawn in. Where conduits must be run exposed, except as indicated in the Drawings, locations of the runs shall be subject to approval.
- F. Where exposed conduit needs clamping to the structures, clamps shall consist of galvanized malleable iron 1-hole pipe straps and pipe spacers, galvanized steel bolts of appropriate size to fill the holes in the straps and spacers, and approved expansion shields. Clamps used with aluminum conduit, and clamps located outdoors or in "corrosive atmospheres", shall be PVC coated, aluminum or 316 stainless steel. Clamps shall be bolted to the structure or where necessary to intermediate galvanized steel brackets. Spacing between conduit supports shall not exceed the recommendations published by the National Electrical Code. No deformed, split, or otherwise defective conduit or fitting shall be installed. Conduit shall be installed with a minimum number of joints.
- G. Where conduit has been cut in the field, it shall be cut square using a hand or power hacksaw or approved pipe cutter using cutting knives. The use of pipe cutters with cutterwheels will not be permitted. The cut ends of the field-cut conduit shall be reamed to remove burrs and sharp edges. Where threads have to be cut on conduit, the threads shall have the same effective length and shall have the same thread dimensions and taper as specified for factory-cut threads on conduit. Conduits installed in the work with threads not complying with these requirements shall be removed and replaced.
- H. Where conduit installed in concrete or masonry extends across building joints, expansion joints with approved type grounding straps and clamps shall be installed. Expansion joints shall be Type XJ as manufactured by Crouse-Hinds, Appleton, or equal. Where conduit enters a building through the concrete foundation, below final grade, approved type FSK entrance seals shall be used.
- I. All conduit shall be cleaned, prior to pulling in wire and cable, by pulling a stiff wire brush of the size of the conduit through it. This cleaning shall remove all foreign matter, including water, from the conduit. All boxes in which the conduit terminates shall be cleaned of all concrete, mortar, or other foreign matter and all threads in boxes shall be left clean and true upon completion of the work.

- J. All spare, future, or telephone conduits shall be equipped with a pull wire prior to capping.
- K. All conduits, fittings, and electrical equipment used within hazardous areas shall comply with requirements of the National Electrical Code for the type of hazardous location encountered, and shall be furnished as specified for "corrosive atmospheres".
 - 1. In such hazardous locations, conduits terminating at boxes enclosing electric switching, or circuit opening equipment, shall be sealed at the entrance to the enclosure with approved, compound-filled, sealing fittings to prevent passage of explosive or combustible gases through the conduits.
 - 2. All conduits exiting from such hazardous locations or entering said locations shall be similarly sealed at point of exit or entrance.

3.03 WIRE AND CABLE INSTALLATION:

- A. The installation of wires and cables includes all splicing of these wires and cables to each other and connecting them to receptacles, switches, control boxes, lighting fixtures, motors, and all other electrical apparatus installed under this Contract. All cable installation methods shall correspond to manufacturer's recommendations.
- B. Wire and cable shall be suitably protected from weather or damage during storage and handling and it shall be first-class condition when installed.
- C. The minimum size of wire or cable conductor shall be No. 12, unless indicated otherwise on the Drawings. Wire sizes No. 8 and larger, and all wire sizes utilized for control or instrumentation, shall be stranded. All sizes called for in the specifications or shown on the Drawings are American Wire Gauge sizes.
 - 1. No wire smaller than No. 12 shall be used for any branch circuit unless noted otherwise on the Drawings. Larger sizes shall be used where required or indicated on the Drawings. If the single distance from the panelboard to the first device exceeds 50 feet, the minimum size for this run shall be No. 10 AWG with the minimum between devices as No. 12 AWG.
- D. All sizes of wire and cable furnished and installed under these specifications shall be color-coded with a separate color for each phase and neutral used consistently throughout. Each conductor shall have factory color-coded insulation. As an alternative, wire sizes No.8 and larger shall have black insulation and shall be color-coded with waterproof phasing tape at each termination, junction box, pull box, etc. All 277/480 volt wiring shall be color-coded yellow, brown, and orange for hot legs

(Phase A, B, and C, respectively). All 120/208-240 volt wiring shall be color-coded black, blue, and red for hot legs (Phase A, B, and C, respectively). The grounded neutral conductor of each circuit shall be color-coded white. Grounding conductors shall be color-coded green.

- E. All wires and cables shall, as far as practicable in the judgment of the Engineer, be continuous from origin to destination without running splices in intermediate pull boxes, junction boxes, or wireways. At the ends of these wires and cables, only sufficient slack shall be left as may be required for making proper connections. There shall be no unnecessary slack.
- F. In connecting wires and cables to apparatus, various methods shall be used depending upon the local conditions as detailed on the Drawings. In general, solderless pressure connectors shall be used for terminals, taps, and splices for all wires and cables. Solderless pressure connectors or vinyl-covered steel spring-type connectors shall be securely fastened and shall not loosen under vibration or normal strain. All connections shall be in accordance with manufacturer's recommendations and shall be with connectors approved for the particular connection conditions.
- G. Where wires and cables are connected to metallic surfaces, the coated surfaces of the metal shall be polished before installing the mechanical connector. The lacquer coating of the conduits shall be removed where a ground clamp is to be installed.
- H. All soldered joints shall be made mechanically strong before soldering and shall be carefully soldered without the use of acid and shall be taped with insulating tape to a thickness equal to that of the insulation.
- I. The installation of wires and cables shall include the furnishing and installing of all hangers, racks, cable cleats, and supports that may be necessary to make a neat and substantial wiring installation in all pull boxes, wireways, cable channels, and in such other locations as may be required. Plastic ties shall be used to hold the wires and cables together and to the racks or supports.
- J. Each junction box, terminal box, control cabinet, or other terminal location containing a total of 4 or more conductor terminations or splices, shall be equipped with 1 or more terminal boards, as required, for connecting each wire including the spare wires. Each wire terminal shall be permanently marked throughout the entire system using, wherever possible, the notation of the wires given on the manufacturer's wiring diagrams. Sufficient terminal blocks shall be provided to terminate all wires routed to the enclosure including all spare conductors. In addition, the greater of 20 percent or four unused spare terminals shall be provided. All connections for future functions shall be wired to numbered terminal blocks, grouped

separate from the terminal blocks in use. Terminal blocks shall be grouped to isolate power conductors from control conductors and to separate AC circuits from DC circuits.

- K. Each control, instrumentation, and power cable and conductor shall be marked with the proper feeder symbol or termination number in each manhole, handhole, pull box, wireway, terminal cabinet, panelboard, switchboard and all additional locations required to provide positive identification. Each conductor shall be marked at each point of termination following final installation.
- L. The electrical installation shall maintain suitable isolation between power, control and instrumentation conductors. Approved isolation barriers shall be provided within each pull box, terminal box, wireway, cable tray, handhole, manhole, etc.

3.04 TESTING:

- A. Upon completion, the Contractor shall provide all necessary instruments and special apparatus to thoroughly test the complete installation and shall conduct all tests that may be required to ensure system is free of all improper grounds and short circuits, and that all the feeders are properly balanced. All electrical equipment shall be tested to determine proper polarity, phasing, relay settings, and operation. System shall be checked for quality and completeness in accordance with the provisions of the General Conditions. Any objectionable noise, heating, voltage drop, or excessive current draw, after in operation, shall be identified and corrected.
- B. Prior to energization, the electrical system ground resistance shall be tested. Additionally, the insulation resistance of all electrical gear, power feeders, and electric motors shall be measured. Upon completion of all corrective measures required, certified acceptance reports, including tabulations of all initial and final resistance measurements, shall be submitted for approval in accordance with the provisions of the General Conditions.
- C. Each motor starter overload element, and each motor circuit protector, shall be selected and adjusted to coordinate with the nameplate full-load current and service factor of the actual motors installed. Improper units shall be replaced. Upon completion of all corrective measures required, certified compliance reports, including tabulation of the actual full load current and voltage measurements for each phase of each motor, together with the nameplate current rating, overload element rating, and motor circuit protector setting, shall be submitted for approval in accordance with the provisions of the General Conditions.

- D. System testing shall include complete thermal surveys of all electrical apparatus. Upon completion of all corrective measures required, certified acceptance reports, including satisfactory infrared photographs, shall be submitted for approval.

3.05 GUARANTEES:

- A. All materials and workmanship shall be guaranteed to be free from defects. Any part of the system considered defective by the Engineer within the guarantee period shall be immediately replaced or corrected to the Engineer's satisfaction without further expense to the Owner.
- B. Upon final completion, the Contractor shall furnish certification from each equipment manufacturer that all equipment has been installed in accordance with the requirements of these specifications, is ready for permanent operation, and that nothing in the installation shall render the warranty null and void.

END OF SECTION

DRAFT



www.MHScrane.com

Material Handling Systems Inc.

Quotation



Scan QR Code to view our website

City of Key Colony Beach

Attn: Dave Evans
Phone: 305-522-6545
Email: devans@uswatercorp.net

Q3054-241

Price Valid for 30 days
Quoted 4/12/2024

Dear: Dave Evans

Recommended Repairs:

Quoted Parts & Labor	Quote to take down existing jib crane and replace Top Bearing, Trunnion Rollers, and Slip Ring. This includes: Parts, labor, hotel, travel, & equipment rental. Crane rental supplied by customer.	1.00 EA	36,748.00 EA	36,748.00
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SHIPPING & TAX NOT INCLUDED

With your approval, we can proceed with ordering the parts. If you have any questions, please feel free to contact me.

We appreciate your business.

Sincerely,

Valeria Garay
Material Handling Systems Inc.
PompanoSales@mhscrane.com
954-921-1171

Quote Approval Date: _____

Purchase Order: _____

Sub-total USD 36,748.00

Total USD 36,748.00

Corporate HQ South Florida 2741 NE 4 th Avenue Pompano Beach, FL 33064 Ph: (954) 921-1171 info@mhscrane.com	Northeastern Florida & Southern Georgia 1943 East 21 st Street Jacksonville, FL 32206 Ph: (904) 354-1004 jax@mhscrane.com	Northwest Florida & Alabama 1000 Jackson Way Panama City, FL 32405 Ph: (850) 638-4101 pc@mhscrane.com	Central Florida 399 Enterprise Street Suite B Ocoee, FL 34761 Ph: (407) 373-0022 ori@mhscrane.com	Atlanta Region 1756 Witwal Drive NW Suite E Norcross, GA 30093 Ph: (678) 999-2199 atl@mhscrane.com	MHS International 2741 NE 4 th Avenue Pompano Beach, FL 33064 Ph: (954) 416-3927 intl@mhscrane.com
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LINDHOLM
CONSTRUCTION, INC.
ROOFING & SHEET METAL

88005 Overseas Hwy., #10-157

Islamorada, FL 33036

UPPER KEYS: 305-852-5730
MARATHON: 305-289-9991
KEY WEST: 305-292-2224
FAX: 305-852-3395

LIC. CCC 1328542
LIC. CBC 1256399

Name / Address

Date: 05.09.24

Key Colony Beach
600 W. Ocean Dr.
Key Colony Beach, FL 33051

We hereby submit an estimate for

RE: Fascia

- 1. We will wrap approx. 500' of fascia and replace approx. 180' of fascia.
- 2. We propose to furnish material and labor for the sum of \$9,800.00.

*Above price is valid for 30 days due to possible increases in material costs.

*Terms of payment:
30% Deposit
Balance due upon completion

credit card fees apply

All material is guaranteed to be as specified. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance. Any unpaid balance shall bear interest at 1.5% per month after fifteen (15) days from due date. In the event it shall be necessary to employ an attorney to collect any sum of money due hereunder, Owner or Builder agrees to pay all costs of collection including a reasonable attorney's fees, including appellate attorney's fees and costs.

REMINDER: The replacement, or coating, of a flat roof will not eliminate ponding water.

ACCEPTANCE of PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____ Date: _____

Lindholm Construction, Inc. _____ Date: _____

Due Date _____

ORDINANCE NO. 2024-490

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FIFTEEN OF THE CODE OF ORDINANCES, ENTITLED STORMWATER UTILITY SYSTEM; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach supports protection of our environment by controlling stormwater run-off and containment of any contaminants therein and,

WHEREAS, the City of Key Colony Beach has provided for water quality improvements in a stormwater master plan, project site, construction bids, and design for stormwater improvements and,

WHEREAS, the City of Key Colony Beach is required to establish a system of user fees, charges or assessments to provide for the maintenance, operation and recovery of capital costs associated with stormwater management and,

WHEREAS, the City of Key Colony Beach would like to increase the annual assessment to improve the Stormwater financial position in order to continue with proposed projects to mitigate localized flooding from excessive rain events,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEY COLONY BEACH, FLORIDA, AS FOLLOWS:

Section 1: Recitals

The above recitals are true and correct.

Section 2: Effective Date

This Ordinance shall become effective upon approval by the City Commission.

Section 3: Amendment

Section 15-4 of Article I, "Stormwater Utility System" of the City of Key Colony Beach, Florida Code of Ordinances shall be amended to read as follows:

Sec. 15-4. Schedule of rates.

(a) The city administrator is directed to prepare a list of lots and parcels within the city and assign a classification of residential or commercial to each lot or parcel.

(b) The service assessment imposed shall be the rate of ~~sixty-five dollars (\$65.00)~~ eighty dollars (\$80.00) per residential unit or residential lot or ~~one hundred thirty dollars (\$130.00)~~ one hundred forty-five dollars (\$145.00) per commercial parcel, plus any delinquency or past due amounts attributable to each residential unit, or residential or commercial parcel for stormwater services and facilities provided during the delinquency period.

FIRST READING by the City of Key Colony Beach City Commission this __ day of May, 2024.

Mayor Joey Raspe	NO _____	YES _____
Vice-Mayor Freddie Foster	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Doug Colonell	NO _____	YES _____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this __ day of __, 2024.

Mayor Joey Raspe	NO _____	YES _____
Vice-Mayor Freddie Foster	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Doug Colonell	NO _____	YES _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this __ day of __, 2024.

Joey Raspe, Mayor

Silvia Gransee, City Clerk

Approved as to form and legal sufficiency:

Dirk M. Smits, Esq. B.C.S., City Attorney

City of Key Colony Beach

Treasurer's Report – May 16, 2024

April 2024 financial summary – General Fund

- 7th month of 2024 fiscal year budget-
 - YTD revenue above budget target, at 97% of planned budgeted Ad Valorem Tax Revenue
 - YTD expenses below budget target, in good shape for YTD. 12% below targeted budget amount for YTD.
 - Infrastructure funds were reduced again this month for payment of Stormwater invoices, due to cash flow with the Stormwater account.
 - Current total now due from Stormwater is \$695,811.00
 - Monthly legal fee expenses discussion planned for 13My24.
 - Legal fees \$9,685.00 expensed for this month, below budgeted monthly target value.
 - Monthly Plot below:
 - ***With adding in typical monthly revenue and expenses for the remainder of this fiscal year, I would project we will have some moderate funds to roll over to reserve funding for 2024-2025 Fiscal Year. Will continue to monitor monthly.***

Key Colony Beach - General Fund - April 2024 Summary (7 months into Fiscal Year)

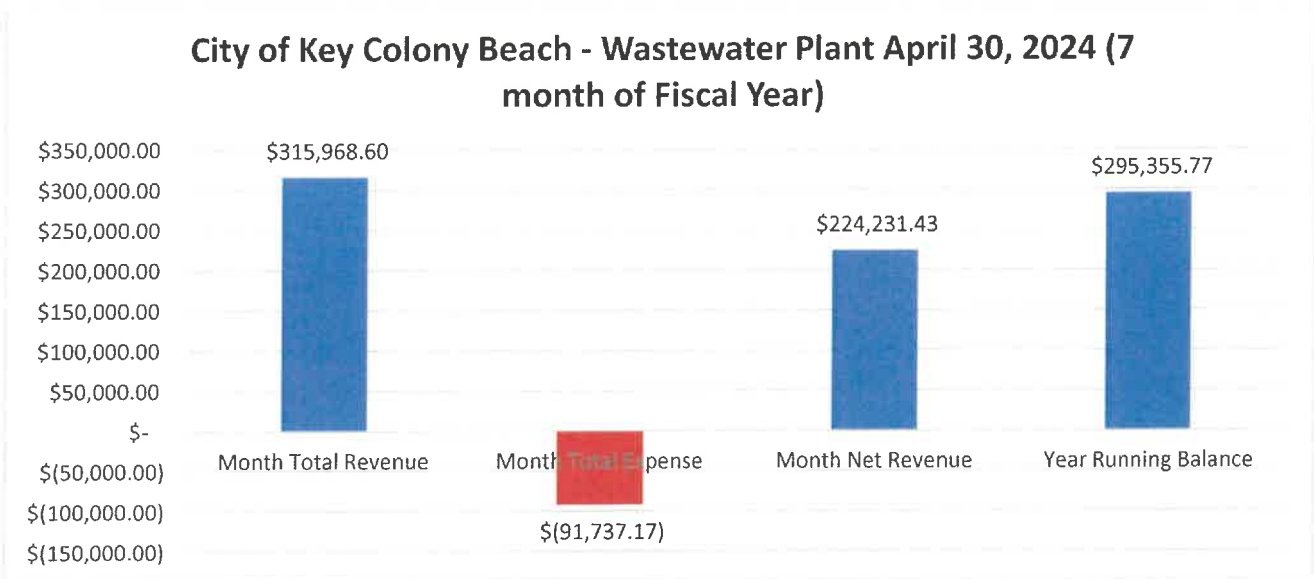


City of Key Colony Beach Treasurer’s Report – May 16, 2024

April 2024 financial summary – Wastewater/Stormwater

Wastewater

- Overall revenue above budgeted target value for YTD,
 - Commercial service continues to track well to budgeted values for revenue.
- Overall expenses below budgeted target value for the month, YTD expenses below budgeted target value, 77% of planned budgeted amount.
 - Sludge hauling slightly above budgeted value but expected to decrease now entering into the lower occupancy season.
 - Will need to closely monitor Capital expenses and System Maintenance for the remainder of the year, over YTD budget target value. No significant concerns at this time.
- Plot below for Monthly Summary:



City of Key Colony Beach

Treasurer's Report – May 16, 2024

Stormwater:

- No additional revenue fees collected in April.
- Due to cash flow awaiting reimbursement funding, stormwater invoices paid from General Infrastructure funds.
 - \$353,225 expensed in April from Stormwater invoices.
 - Expected reimbursement payments in May to reimburse some of the funds due to the Infrastructure fund.
- FDEP accepted advance payment process grant LPA0311 due to low cash flow with the KCB Stormwater

Warrant Summary for May 2024:

- ✓ Payments to vendors, general, building and infrastructure in normal monthly range.
- ✓ Payroll account payments lower than average
- ✓ Infrastructure payments made for Stormwater work, in the amount of \$333,663.75.
- ✓ Sewer account payments for the Wastewater plant in the normal monthly range.

CITY OF KEY COLONY BEACH

Warrant Number	0424
Items paid from to	April 1, 2024 April 30, 2024
First Horizon Checking Account - 6871	\$222,323.66
(includes all vendor payments for general, road, building and infrastructure)	
Escrow Account - 5537	-
Payroll Account - 2942	\$62,765.21
Infrastructure Reserve Account - 8644	\$333,663.75
Road Reserve Account - 8677	-
Impact Fees Reserve Account - 8669	-
First State Bank Reserve Account - 3703	-
Sewer Money Mkt - 0301	-
Stormwater Checking Account - 0128	2,990.00
Sewer Account - 6006	<u>\$104,245.32</u>
 TOTAL DISBURSEMENTS	 <u><u>\$725,987.94</u></u>

City of Key Colony Beach
NOTICE OF INTENT
TO REISSUE ITB 2024-01

TO WHOM IT MAY CONCERN: Notice is hereby given of the intent to reissue ITB 2024-01 for the Clean and Camera Sewer Gravity Main Line.

The City of Key Colony Beach released ITB 2024-01 on February 5th, 2024. Deadline for submittal was March 27th, 2024, at 4:00pm, with a bid opening on April 8th, 2024.

On April 22nd, 2024, an Evaluation Committee met to discuss all bids submitted. This Evaluation Committee made a recommendation to award the bid.


Due to procedural issues the City of Key Colony Beach will reissue the bid.

A Public Notice will be issued upon the rerelease of this solicitation, which has not been determined yet.




Silvia Grancee, City Clerk

(City Seal)



Joey Raspe, Mayor



Dirk Smits, City Attorney

Update from Florida Keys Aqueduct Authority Website (09My24)

PFAS Frequently Asked Questions

What are Per- and Polyfluorinated Substances (PFAS)?

PFAS are a large and diverse group of chemicals used in many commercial applications due to their unique properties, such as resistance to high and low temperatures, resistance to degradation, and nonstick characteristics. PFAS are often called “forever chemicals” because they do not break down easily and can stay in the human body for a long time, which could lead to negative health effects.

What are the new Environmental Protection Agency (EPA) guidelines for PFAS levels in public water systems?

The EPA’s finalized National Primary Drinking Water Regulation (NPDWR) establishes new, lower legal limits for six PFAS that may be present in public water distribution systems.

What is the timeline for meeting the new requirements?

The EPA’s new regulations provide a five-year window for public water distribution systems to reach full compliance. FCAA is working to comply well ahead of the EPA’s timetable by monitoring for PFAS, notifying the public of PFAS levels, and evaluating how best to reduce PFAS levels.

What is FKAA doing to meet the new requirements?

- FKAA’s strategy to reduce PFAS levels in the water distribution system includes moving \$100 million from its Capital Improvement Plan to fund PFAS-related mitigation strategies.
- In April 2024, a third-party testing lab will conduct 15 random studies at the tap to measure the PFAS levels in the water, and our water treatment plant is being evaluated to determine what upgrades are needed.
- Due to the unique chemical properties of PFAS and the challenges to remove them from the water supply, FKAA is consulting with engineers on how to alter the existing water filtration systems to reduce PFAS to non-detectable levels.
- FKAA has also engaged in litigation against outside parties responsible for the PFAS chemicals in the water supply.

Does my water meet the EPA's current requirements?

Yes. FKAA has remained in compliance with all PFAS regulations and will continue to comply with all PFAS limits established by the EPA.

What levels are in my water?

PFAS	*2024 MCL	YOUR WATER
PFOA	4.0 ppt	9.9
PFOS	4.0 ppt	50.3

PFNA	10.0 ppt	ND
PFHxS	10.0 ppt	3.4
HFPO-DA (GEN-X)	10.0 ppt	ND
PFBS	-	22.8

FKAA’s most current test results required under the Fifth Unregulated Contaminant Monitoring Rule (UCMR5) for the EPA for the six PFAS referenced by the EPA are currently complaint. They are listed below with the requirements we must meet in 2029.

*Five-year window to meet new MCL (2029)

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