

# DEAN | MEAD

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March 24, 2025  
via efilings

Adam Teitzman, Commission Clerk  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Re: Docket No. 20240108-SU - Application for increase in wastewater rates in Monroe County by  
K W Resort Utilities Corp.

Dear Mr. Teitzman:

On behalf of K W Resort Utilities Corp. (“KW” or “Utility”) this letter is the response to  
Staff’s First Data Request dated March 3, 2025.

## **Pro forma projects**

1. Please refer to the utility’s Minimal Filing Requirements (MFRs) Volume III, page 9, the  
Compliance Inspection Report dated March 20, 2024. Please detail the cause of each  
unauthorized discharge of wastewater. As a part of this response, detail what corrective  
action the Company took to prevent further spills from occurring at the site. If no actions  
were taken, please explain why.

*RESPONSE:*

SSO Details Table:

Location	Spill Date	SWO Number	Spill Volume (gallons)	Volume Recovered (gallons)	Impacted Area surface water/ground water
Intersection of Cross St and County Rd in Stock Island	12/2/2022	N/A	25	0	None
6450 East College Rd., Key West FL 33040	1/9/2023	N/A	800	0	N/A
Cross St bridge in Stock Island, FL	7/2/2023	2023-5357	5,000	0	Unnamed Creek
400 County Rd in Stock Island, FL	10/30/2023	N/A	300	0	None

- 13.1 Deficiency:** The facility has had unauthorized discharges (SSO, sanitary sewer overflow) of wastewater.  
**Rule/Permit Reference:** Rule 62-604.130 , Florida Administrative Code, prohibits the release or disposal of wastewater without providing the degree of treatment required by Department rules.  
**Corrective Action:** The facility submitted required notifications for each SSO and a final 5-day report as required. These reports were reviewed by the Department using its SSO Evaluation Tool as they occurred and were addressed accordingly. No further response is required at this time.
- 13.2 Observation:** Facility has a hard copy of SSOP on site.

12/2/2022 - Intersection of Cross St. and County Rd.:

**Cause:** The water authority (Florida Keys Aqueduct Authority) called in a leak percolating through the asphalt near the intersection of Cross St. and County Rd. KWRU determined the leak was coming from the reclaim water forcemain. This section of pipe was lined with an epoxy cure in place pipe liner (CIPP) in April of 2011. The original contractor who installed the liner in 2011 was called in to perform a camera inspection and found a crack had formed in the CIPP liner at a joint where two sections of pipe come together.

**Corrective Action:** The contractor could not determine the cause of the failure of the CIPP liner. The contractor placed 2 new sections of CIPP liner over the damaged section and after testing, there were no leaks.

1/9/2023 – 6450 East College Rd.

**Cause:** The Utility received a call regarding water seeping from a manhole located in the driving range of the Key West Golf Club. KWRU on-call maintenance crew were dispatched to the scene. Once on sight, KWRU maintenance crew checked the downstream lift station and found the main breaker to the lift station control panel to be in the tripped position. Due to the main breaker being tripped, no high-level alarms were sent out via text/call nor were there any audio/visual alarms at the station due to the loss of power. Maintenance personnel reset the breaker and the station immediately began to pump down which stopped the water from seeping out of the manhole. The crew stayed on scene to ensure the station was operating correctly. The maintenance crew report the spill volume to be 800 gallons and was contained to the grass area inside the Key West Golf Course driving range. The area was washed down and disinfected.

**Corrective Action:** After confirming that Keys Energy had no reported outages or faults, the Utility called an electrical contractor. The contractor recommended

replacing the main breaker with a new main disconnect. The disconnect was ordered and installed upon delivery.

7/1/2023 – Cross St. Bridge

**Cause:** On 7-1-23 around 10pm the Utility was informed of a spill on the Cross St. bridge in Stock Island. Monroe County Sheriff/Fire Department originally reported the spill to the Florida Keys Aqueduct Authority (FKAA) and the FKAA then got in touch with KW Resort Utilities Response Team. The responding MCSO Officer believed that a person grabbed the relief valve when climbing up the embankment from the creek below. The relief valve was broken off and lying directly next to the forcemain on the side of the road. KWRU staff put a repair clamp over the hole and stopped the spill immediately. It is estimated that 4,000-5,000 gallons of raw wastewater was spilled and potentially reached the creek below the bridge. The Florida State Watch Office was informed and an incident number 2023-5357 was provided. The Utility began sampling of the creek following F.A.C. 62-302.

**Corrective Action:** The piping repair remains in place and the valve has not been returned to the location in order to avoid the same problem in the future.

10/30/2023 – 400 Cross St.

**Cause:** A 1" anti-siphoning valve on the reclaim water forcemain corroded internally (no visual signs externally) from chlorine in the reclaim water, and broke off. It was estimated 200-300 gallons of reuse water spilled onto the ground. Immediately upon finding the leak, the reuse water flow was discontinued until the valve was repaired. Reclaim water samples were taken on 10/30/23 as required by our FDEP Permit and found in compliance.

**Corrective Action:** Due to the corrosive nature of chlorine, the valve replacement schedule has been increased.

**Please refer to page 4 of the utility's Petition for the following questions.**

2. Regarding the "South WWTP Blowers project," provide the following information.

- a. Explain the necessity of the capital project. This should include (if applicable): when the original components were installed, any historical failures of the original components and what alternatives the company considered versus replacement of the original components.

*RESPONSE:*

The Lampson blowers currently in service were installed in 1983 and have been rehabilitated throughout the years and have served their useful life. These blowers are not well suited for the current application because of the demands of the AWT (Advance Wastewater Treatment) process which requires precise control of oxygen in the three basins that comprise the bio-reactor of the WWTP. The blowers are

not compatible with modern designs that employ variable frequency drive (VFD) controllers. The existing blowers can only be controlled by throttling the air intake to provide the desired oxygen level in the particular basin. The existing blowers can “surge” if the blowers are throttled outside of the nominal operating range. For this reason, the existing blowers are not specified by engineers for this application, as they were not designed to be controlled by VFD controllers. Many different blower packages that are VFD controllable were considered by the Utility Engineer. Proposals were procured from 4 manufacturers and of these the Kaeser blowers were the least expensive and were deemed best value by the Utility Engineer. The Utility chose the Kaeser blowers based on this. The electrical system that is being replaced was installed in 1983 at an elevation below the current flood level of 9.2 feet (NGVD 1929). The project will provide the Utility with modern VFD controllable blowers and will raise the elevation of both the blowers and the electrical system that feeds them to an elevation of 9.2 feet.

- b. Detail the amount of pro forma associated with this capital project. This should include an itemized list of all expenses associated with this capital project and the account number for each entry.

*RESPONSE:*

The documentation for the amount of the pro forma capital project, and cost incurred to date are attached.

- c. Refer to the utility’s MFRs Volume III, Pro Forma Project Documents. Explain why the utility’s chosen bid was selected over all other bids for completing this capital project.

*RESPONSE:*

The Utility solicited four bids from qualified general contractors for the project. The Utility received two bids and awarded the project to the lowest bidder as recommended by the project engineer in the memo “Recommendation of Award 241108” (attached).

- d. Refer to the utility’s MFRs Volume III, Pro Forma Project Documents. Clarify if the “East & West tank blower system” replacement is the same project as the South WWTP Blowers project. If not, please explain the “East & West tank blower system” project with the information requested in a through c, above.

*RESPONSE:*

The “East and West tank blower system” is the same project as the “South WWTP Blowers project.” When discussing the East and West tanks collectively, as they share the same blower system, they are sometimes referred to as the “South Plants.” The project being referred to is titled “KWRU Blower and Electrical Upgrades.”

3. Regarding the “Treatment Plant” electrical upgrade project, provide the following information.

The project in Question 2 and Question 3 are not separate projects but rather a single project titled “KWRU Blower and Electrical Upgrades.” This project was designed, bid and awarded as one contract. The responses to question 2. should answer the below questions.

- a. Explain the necessity of the capital project. This should include (if applicable): when the original components were installed, any historical failures of the original components and what alternatives the company considered versus replacement of the original components.

*RESPONSE:*

- b. Detail the amount of pro-forma associated with this capital project. This should include an itemized list of all expenses associated with this capital project and the account number for each entry.

*RESPONSE:*

- c. Refer to the utility’s MFRs Volume III, Pro Forma Project Documents. Explain why the utility’s chosen bid was selected over all other bids for completing this capital project.

*RESPONSE:*

- d. Refer to the utility’s MFRs Volume III, Pro Forma Project Documents. Clarify if the SCADA implementation project pro-forma expenses are included in the Treatment Plant Electrical Upgrade project. If not, detail the expenses associated with this upgrade.

*RESPONSE:*

SCADA implementation is part of the “KWRU Blower and Electrical Upgrades” project.

4. Regarding the Collection System Action Plan, provide the following information.

- a. Detail the utility’s proposed Collection System Action Plan. At a minimum, this should include: a description of the plan and the expected implementation date of the plan.

*RESPONSE:*

Please see the attached proposal from the Utility Engineer

- b. Detail the amount of pro-forma associated with this pro-forma expense. This should include an itemized list of all requested expenses associated with this pro-forma expense and the account number for each entry.

*RESPONSE:*

Please see the attached proposal from the Utility Engineer

- c. Detail how the utility's proposed plan satisfies the requirements of Rule 62-600.705(2)(a), F.A.C., subsections 1 – 10.

*RESPONSE:*

Please see the attached proposal from the Utility Engineer

5. Regarding the permit renewal engineering expense, provide the following information.

- a. Explain the necessity of the pro-forma expense. As a part of this response, detail any relevant Rules or Statutes that require this expense.

*RESPONSE:*

The Utility's current State of Florida Domestic Wastewater Facility Permit, issued by the Florida Department of Environmental Protection, expires February 22, 2027. Rule 62-620.335(1), F.A.C., requires the permittee to submit an application to renew the existing permit at least 180 days before the expiration date of the existing permit. Therefore, the application for renewal of the operating permit is due August 26, 2026.

- b. Detail the amount of pro-forma associated with this pro-forma expense. This should include an itemized list of all requested expenses associated with this pro-forma expense and the account number for each entry.

*RESPONSE:*

\$40,000 is the Engineer's Estimate based on recent permit renewal for similar sized facilities.

6. Refer to Commission Order No. PSC-2018-0446-FOF-SU. For each item listed below, explain if the pro-forma expense is related to the Asset Management and Preventative Maintenance Plan as required by the Commission's Order. If so, explain how each pro-forma expense satisfies the requirement to implement an Asset Management and

Preventative Maintenance Plan. If not, detail the utility's Asset Management and Preventive Maintenance Plan.

- a. South WWTP Blower project

*RESPONSE:*

The Lampson blowers and the affiliated electrical system that provides power to the blowers was identified for replacement in 2025. Subsequently in 2024, engineering, design, and the bid process was carried out in 2024 with the goal of having the blowers and electrical system fully operational in fiscal year 2025.

- b. Treatment Plant electrical upgrade project

*RESPONSE:*

a. and b. are the same projects as described above.

- c. Collection System Action Plan

*RESPONSE:*

The Collection System Action Plan (CSAP) is required by the Department of Environmental Protection (DEP) per Rule 600.705(2)(a) FAC. A Collection System Action Plan is a new DEP requirement and has not been required in the past. Per the Weiler Engineering proposal, other wastewater districts have contracted with the engineering firm to prepare a Collection System Action Plan to meet the DEP requirements. KW Resort Utilities is proceeding to have the CSAP completed in advance of the permit renewal date of August 26, 2026 as mandated by DEP.

- d. Permit renewal engineering expense

*RESPONSE:*

To keep the WWTP in operation Permit Renewal is required by DEP and the renewal application must be submitted by August 26, 2026 (180 days in advance of the February 22, 2027 renewal date). Engineering work must begin several months in advance to meet the deadline of the August 26, 2026 permit renewal application submittal date.

**Miscellaneous Revenues, MFR Schedule E-5, Page 1.**

7. For miscellaneous revenues, please provide the number of occurrences separately for the Initial Connection and Violation Reconnection. Please verify and note whether the charge occurred during Normal Hours or After Hours, if applicable.

*RESPONSE:*

Please review Schedule E-5 along with the comments below.

- On Schedule E-5 the amount shown on Line No. 1 under Initial Connection (\$38, 244) should be moved below Line No. 4 Miscellaneous and then Zero will be the correct value for Line 1 under Initial Connection. The \$38,244 is correct in the General Ledger Account# 5364000 (engineering and administrative costs as stipulated in Paragraph 8 of the Addendum to the Utility Agreement)
- On Schedule E-5 the amount shown on Line No. 1 under Normal Connect (\$14,603) is the sum of 3 charges (Violation Reconnect- \$3,219, Premises Visit- \$430, Emergency Services -\$10,954) Therefore Line No. 1 Normal Connect should now be Zero, Line No. 1 Violation Reconnect should now be \$3,219 and Line No. 1 Premises Visit should now be \$430. Emergency Services \$10,954 should be listed below Line No. 4.
- Schedule E-5 Line No. 1 (6) Total remains unchanged \$93,388

8. Please provide a cost breakdown and explanation for the miscellaneous revenues in the amount of \$2,785, shown on Line 8, column (5).

*RESPONSE:*

The breakdown is \$1,960.00 in Bank Fees (charged to the customers for NSF, bounced check etc.) and \$825.00 in Inspection Fees during the test year.

**Allowance for Funds Prudently Invested (AFPI) Charge**

9. Please provide the number of ERCs Equivalent residential connection by year, since July 2017.

*RESPONSE:*

2017 – 2.43 ERCs  
2018 – 31.51 ERCs  
2019 – 37.8 ERCs  
2020 – 10.12 ERCs  
2021 – 8 ERCs  
2022 – 185.38 ERCs



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Page 9

2023 – 104 ERCs  
2024 – 72.44 ERCs  
2025 – 54 ERCs

Should you or Staff have any questions regarding this response please do not hesitate to contact me.

Very truly yours,

/s/ Martin S. Friedman  
Martin Friedman

MSF:

Cc: Matthew Sibley (via email)

1DR - 2(b)

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Account number to be booked

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
<b>1.00</b>	<b>General</b>					
1.01	Mobilization (no more than 5% of bid price)	LS	1	\$79,500.00	\$79,500.00	
1.02	Bonds & Insurance (no more than 2.5% of bid price)	LS	1	\$39,500.00	\$39,500.00	
1.03	Prepare & Submit Submittals for All Products	LS	1	\$23,500.00	\$23,500.00	
1.04	Erosion Control (BMPS)	LS	1	\$2,500.00	\$2,500.00	
<b>2.00</b>	<b>Blower</b>					
2.01	Demo & Removal of Existing Blowers, Piping, and Concrete	LS	1	\$30,000.00	\$30,000.00	3544000 - Structures and Improvements - Treatment and Disposal
2.02	Install Rotary Screw Blowers	EA	3	\$10,000.00	\$30,000.00	3804000 - Treatment and Disposal Equipment
2.03	Furnish & Install 6" SS 316 SCH.10 Air Piping	LS	1	\$255,000.00	\$255,000.00	
2.04	Furnish & Install Butterfly Valves & Fittings	LS	1	\$35,000.00	\$35,000.00	
2.05	Install Concrete Platform Extension	LS	1	\$115,000.00	\$115,000.00	3544000 - Structures and Improvements - Treatment and Disposal
2.06	Reroute Existing PVC Pipe	LS	1	\$2,500.00	\$2,500.00	
<b>3.00</b>	<b>Electrical</b>					
3.01	Demo Existing Electrical Equipment	LS	1	\$30,000.00	\$30,000.00	
3.02	Furnish & Install New Electrical Equipment	LS	1	\$175,000.00	\$175,000.00	
3.03	Furnish & Install New Electrical Conduits	LS	1	\$175,000.00	\$175,000.00	
3.04	Furnish & Install New Electrical Wires & Cables	LS	1	\$156,000.00	\$156,000.00	
3.05	Removal of Existing Conduits, Wires & Cables	LS	1	\$25,000.00	\$25,000.00	
3.06	Furnish & Install Pre-Engineered/Fabricated Aluminum Platform	LS	1	\$85,000.00	\$85,000.00	
3.07	Demo Existing Concrete Foundation	LS	1	\$15,000.00	\$15,000.00	
3.08	Install New Concrete Foundation	LS	1	\$45,000.00	\$45,000.00	
<b>4.00</b>	<b>SCADA Integration</b>					
4.01	Provide and install SCADA System	LS	1	\$245,000.00	\$245,000.00	
4.02	Provide and install fiber optic SCADA network	LS	1	\$20,000.00	\$20,000.00	

4.03	Provide and Install cellular backup system for SCADA	LS	1	\$12,000.00	\$12,000.00	
<b>5.00</b>	<b>Closeout</b>					
5.01	Record Documents	LS	1	\$4,000.00	\$4,000.00	
	<b>Total of Bid Items</b>				\$1,599,500.00	

The above numbers are the contractors bid and in the signed contract. Below represents cost outside of the contract.

Design and permitting	LS	1	eng estimate	\$146,567.44	
Construction Administration & CEI	LS	1	eng estimate	\$156,338.60	
Purchase of blowers (inc sales tax)	LS	1		\$274,232.50	
Legal					

# 1 DR - 2(b)

## 1051902 Construction Work in Progress: CWIP - South Plant Electrical and Blower

Date	Ref No.	Payee	Memo	Amount	NARUC
			Pay App # 2		
03/11/2025	RC APP # 2	Reynolds Construction LLC	Blower and Electrical Project	132,477.50	380.4
02/06/2025	53604	The Weiler Corporation	Electrical & Blower Upgrades	8,861.25	380.4
01/24/2025	27713	Smith Hawks PL	General - Legal Misc	1,092.50	380.4
			KVKU		
01/22/2025	RC APP # 1	Reynolds Construction LLC	Blower and Electrical Upgrades	75,382.50	380.4
12/31/2024	53495	The Weiler Corporation	Electrical & Blower Upgrades	10,471.25	380.4
12/13/2024	53424	The Weiler Corporation	Electrical & Blower Upgrades	2,438.75	380.4
11/15/2024	53313	The Weiler Corporation	Electrical & Blower Upgrades	13,463.75	380.4
10/14/2024	53201	The Weiler Corporation	Electrical & Blower Upgrades	19,046.25	380.4
09/13/2024	53116	The Weiler Corporation	Electrical & Blower Upgrade	18,120.00	380.4
08/07/2024	53011	The Weiler Corporation	Electrical & Blower Upgrades	11,386.25	380.4
07/02/2024	52910	The Weiler Corporation	Electrical & Blower Upgrades	2,481.25	380.4
06/12/2024	52821	The Weiler Corporation	Electrical & Blower Upgrades	7,985.00	380.4
05/02/2024	52696	The Weiler Corporation	Electrical & Blower Upgrades	12,365.00	380.4
04/03/2024	52595	The Weiler Corporation	Electrical And Blowers Upgrades	11,848.75	380.4
03/06/2024	52514	The Weiler Corporation	Electrical & Blower Upgrades	11,060.00	380.4
02/07/2024	52434	The Weiler Corporation	Electrical and blower upgrades	4,962.50	380.4
			Total Paid to date	\$ 343,442.50	
			Estimated total project cost	\$ 2,550,000.00	
			Balance to finish	\$ 2,206,557.50	



## MEMORANDUM

**To:** Greg Wright, KWRU Vice President  
**From:** Steve Suggs, P.E.  
**Date:** November 8<sup>th</sup>, 2024  
**Re:** KWRU Blower & Electrical Upgrades – Recommendation of Award

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The Key West Resort Utilities intends to perform capital upgrades such as blower and electrical equipment replacements for the property at 6630 Front Street in Stock Island, Florida. On behalf of KWRU, Weiler Engineering forwarded an Invitation to Bid for the Blower & Electrical Upgrades Project on September 4<sup>th</sup>, 2024. A mandatory pre-bid meeting was held on October 3<sup>rd</sup>, 2024. Bids were due on November 4<sup>th</sup>, 2024.

Two companies, Pedro Falcon Contractors Inc. and Reynolds Construction LLC, expressed interest in the project and had a representative attend the pre-bid meeting. Both bids received by Pedro Falcon and Reynolds Construction were responsive and responsible. The bid tabulation is presented below. A breakdown of the submitted bids is attached to this memorandum. The Engineer's Estimate is based on the construction subtotal, not including the blower purchase.

Company	Attended mandatory pre-bid meeting?	Submitted Bid?	Bid Amount
Reynolds Construction	Y	Y	\$1,599,500.00
Pedro Falcon	Y	Y	\$1,744,303.00
Engineer's Estimate	N/A	N/A	\$1,680,000.00

The bid submitted by Pedro Falcon and Reynold Construction were reviewed for responsiveness and responsibility. The table below summarizes that analysis.



**KWRU Blower & Electrical Upgrades Bid Evaluation Form  
Contractor Responsiveness & Responsibility Checklist**

	<b>Reynolds Construction</b>	<b>Pedro Falcon</b>
Bid Amount	\$1,599,500.00	\$1,744,303.00
<b>Responsiveness Checklist</b>		
All required tabbed sections provided?	Y	Y
Bid Transmittal Form:	Y	Y
1. Company name and address provided?	Y	Y
2. Acknowledgement of addenda?	Y	Y
3. Bid signed by authorized representative?	Y	Y
Bidder attended mandatory pre-bid meeting?	Y	Y
Insurance Certification Form provided and properly executed?	N	Y
Bidder Qualification Statement provided and properly executed?	Y	Y
Did bidder provide proof of licensure as a General Contractor in the State of Florida?	Y	Y
<b>Responsibility Checklist</b>		
Did bidder provide documentation of having been performing similar construction services for at least five years?	Y	Y
Did bidder provide a list of key personnel demonstrating adequate qualified personnel to perform the work?	Y	Y
Did bidder provide a list of equipment adequate to support performance of the work?	Y	Y

Staff recommends award of the Blower & Electrical Upgrades Project to Reynolds Construction LLC as the lowest cost, responsive, and responsible bidder. Staff recommends that the project be awarded to Reynolds Construction LLC in the amount of \$1,599,500.00. This brings the total project cost, including the blower purchase, to \$1,873,732.50.

WEILER ENGINEERING CORPORATION



201 WEST MARION AVENUE - SUITE 1306 | PUNTA GORDA | FL 33950  
TEL 941-505-1700 | FAX 941-505-1702 | WWW.WEILERENGINEERING.ORG

6805 OVERSEAS HIGHWAY | MARATHON | FL 33050  
TEL (305) 289-4161 | FAX (305) 289-4162

## **Reynolds Construction LLC Bid Form**

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 price(s):

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
<b>1.00</b>	<b>General</b>				
1.01	Mobilization (no more than 5% of bid price)	LS	1	\$79,500.00	\$79,500.00
1.02	Bonds & Insurance (no more than 2.5% of bid price)	LS	1	\$39,500.00	\$39,500.00
1.03	Prepare & Submit Submittals for All Products	LS	1	\$23,500.00	\$23,500.00
1.04	Erosion Control (BMPS)	LS	1	\$2,500.00	\$2,500.00
<b>2.00</b>	<b>Blower</b>				
2.01	Demo & Removal of Existing Blowers, Piping, and Concrete	LS	1	\$30,000.00	\$30,000.00
2.02	Install Rotary Screw Blowers	EA	3	\$10,000.00	\$30,000.00
2.03	Furnish & Install 6” SS 316 SCH.10 Air Piping	LS	1	\$255,000.00	\$255,000.00
2.04	Furnish & Install Butterfly Valves & Fittings	LS	1	\$35,000.00	\$35,000.00
2.05	Install Concrete Platform Extension	LS	1	\$115,000.00	\$115,000.00
2.06	Reroute Existing PVC Pipe	LS	1	\$2,500.00	\$2,500.00
<b>3.00</b>	<b>Electrical</b>				
3.01	Demo Existing Electrical Equipment	LS	1	\$30,000.00	\$30,000.00
3.02	Furnish & Install New Electrical Equipment	LS	1	\$175,000.00	\$175,000.00
3.03	Furnish & Install New Electrical Conduits	LS	1	\$175,000.00	\$175,000.00





WEILER ENGINEERING CORPORATION



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## **Pedro Falcon Contractors Inc Bid Form**

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 price(s):

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
<b>1.00</b>	<b>General</b>				
1.01	Mobilization (no more than 5% of bid price)	LS	1	\$87,215.00	\$87,215.00
1.02	Bonds & Insurance (no more than 2.5% of bid price)	LS	1	\$43,607.00	\$43,607.00
1.03	Prepare & Submit Submittals for All Products	LS	1	\$11,265.00	\$11,265.00
1.04	Erosion Control (BMPS)	LS	1	\$6,026.00	\$6,026.00
<b>2.00</b>	<b>Blower</b>				
2.01	Demo & Removal of Existing Blowers, Piping, and Concrete	LS	1	\$27,808.00	\$27,808.00
2.02	Install Rotary Screw Blowers	EA	3	\$2,925.00	\$8,775.00
2.03	Furnish & Install 6" SS 316 SCH.10 Air Piping	LS	1	\$222,611.00	\$222,611.00
2.04	Furnish & Install Butterfly Valves & Fittings	LS	1	\$45,843.00	\$45,843.00
2.05	Install Concrete Platform Extension	LS	1	\$55,354.00	\$55,354.00
2.06	Reroute Existing PVC Pipe	LS	1	\$41,684.00	\$41,684.00
<b>3.00</b>	<b>Electrical</b>				
3.01	Demo Existing Electrical Equipment	LS	1	\$32,787.00	\$32,787.00
3.02	Furnish & Install New Electrical Equipment	LS	1	\$149,917.00	\$149,917.00
3.03	Furnish & Install New Electrical Conduits	LS	1	\$226,518.00	\$226,518.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
3.04	Furnish & Install New Electrical Wires & Cables	LS	1	\$104,219.00	\$104,219.00
3.05	Removal of Existing Conduits, Wires & Cables	LS	1	\$12,471.00	\$12,471.00
3.06	Furnish & Install Pre-Engineered/Fabricated Aluminum Platform	LS	1	\$106,728.00	\$106,728.00
3.07	Demo Existing Concrete Foundation	LS	1	\$32,352.00	\$32,352.00
3.08	Install New Concrete Foundation	LS	1	\$37,251.00	\$37,251.00
<b>4.00</b>	<b>SCADA Integration</b>				
4.01	Provide and install SCADA System	LS	1	\$450,438.00	\$450,438.00
4.02	Provide and install fiber optic SCADA network	LS	1	\$23,642.00	\$23,642.00
4.03	Provide and Install cellular backup system for SCADA	LS	1	\$11,199.00	\$11,199.00
<b>5.00</b>	<b>Closeout</b>				
5.01	Record Documents	LS	1	\$6,593.00	\$6,593.00
	<b>Total of Bid Items</b>				<b>\$ 1,744,303.00</b>

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**Total of Unit Price Bids = Total Bid Price** \$ 1,744,303.00

#### ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 330 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 360 calendar days after the date when the Contract Times commence to run.

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



**PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES  
KW RESORT UTILITIES COLLECTION SYSTEM ACTION PLAN  
6630 FRONT ST, STOCK ISLAND FL**

**Date:** February 7, 2025  
**Client:** KW Resort Utilities  
 Chris Johnson, President  
**Property:** KW Resort Utilities  
 6630 Front St.  
 Stock Island, Florida 33040

Dear Mr. Johnson,

The Weiler Engineering Corporation (WEC) is pleased to submit the following proposal for engineering services to provide KW Resort Utilities with a Collection System Action Plan for the facility on Stock Island.

The proposed cost for the KWRU Collection System Action Plan (CSAP) is based on comparable proposals for utilities of similar size and system complexity. The Key Largo Wastewater Treatment District (KLWTD) CSAP was completed for approximately \$500,000, while the City of Marathon's CSAP was approximately \$600,000. Additionally, Charlotte County received a CSAP proposal from Kimley-Horn for \$2 million. Given the scope and scale of KWRU's system, our pricing is aligned with these industry benchmarks to ensure a cost-effective yet comprehensive approach.

**A. General Project Understanding:**

The Key West Resort Utilities Collection System Action Plan (CSAP) will address the requirements outlined in Chapter 62-600.705 F.A.C., focusing on ensuring the sanitary sewer collection system complies with regulatory mandates and operates efficiently. The KWRU collection system includes a combination of gravity sewers, pump stations, force mains, and vacuum pits that serve the local population.

Weiler Engineering Corporation (WEC) will assist KWRU in preparing a comprehensive CSAP and a Power Outage Contingency Plan. These documents will ensure compliance, identify system vulnerabilities, and provide a roadmap for proactive maintenance and capital improvements.

**SCOPE OF SERVICES**

WEC will perform engineering tasks necessary to prepare and submit the CSAP with the next FDEP permit renewal as required by F.A.C.

**1. Power Outage Contingency Plan:**

WEC will develop a comprehensive Power Outage Contingency Plan tailored to KWRU's collection system, including:

- Vacuum Sewer Systems:
  - Standard procedures for addressing power outages affecting vacuum sewer systems.
- Gravity Sewer Systems:

- Standard procedures for gravity sewer system outages.
  - Force Mains and Pump Stations:
    - Procedures for maintaining operations during outages.
2. Collection System Action Plan:  
The CSAP will include the following components:
1. Introduction:
    - Purpose of the CSAP and summary of applicable regulatory requirements under Chapter 62-600.705 F.A.C.
  2. System Inventory:
    - A detailed inventory of KWRU’s sanitary sewer collection system, including:
      - Sanitary sewer mains
      - Pump stations
      - Vacuum pits
      - Buffer tanks
      - Service connections
  3. Condition Assessment:
    - Procedures and schedules for examining asset conditions.
  4. Inflow & Infiltration (I&I) Management:
    - Development of I&I evaluation procedures, documentation methods, and schedules for testing.
  5. GIS Updates:
    - Assistance with updates to KWRU’s GIS inventory and mapping.
  6. Maintenance Standard Operating Procedures (SOPs):
    - Preparation of routine and corrective maintenance SOPs for I&I, blockages, and grease accumulation.
  7. Regulatory Review:
    - Summary of current and anticipated future regulatory requirements related to collection system operations and improvements.
  8. Public Outreach:
    - Preparation of public outreach materials, including:
      - Grease trap policies.
      - I&I correction on private properties.
  9. Replacement & Renewal (R&R):
    - Development of a comprehensive R&R schedule, cost estimates, and financial planning assistance.

### ***Anticipated Schedule***

WEC will commence work upon signature of this proposal and will complete work on the CSAP draft by October 30<sup>th</sup> 2025. Final plan will be completed within 60 days of formal review of draft with owner.

### **Exclusions / Owner Requirements**

This proposal assumes that the following will not be required or will be provided by the Client at the start of the project. If work is to be performed by WEC, then these items will be negotiated under separate work authorization and as such are not included in the Scope of Services herein:

- a. Client to provide WEC with all existing construction documents, surveys, inspections, and engineering;
- b. All inventories for existing systems shall be provided by Client to the best of available documents.

- c. Reimbursable expenses for shipping and prints to be paid by the Owner based on the fee schedule included as Exhibit 1 below;
- d. No survey work is included in the scope; If survey is required it will be billed under the reimbursable section of this scope
- e. No satellite system configuration or field work required to determine routing is included in this scope and all available satellite system documents shall be provided by Client
- f. No Geotechnical Engineering / Soil exploration or study is included in this contract.
- g. No Environmental Studies and/or Biological Determinations, Vegetation Survey, Habitat Evaluation Index, Environmental Design Surveys and Community Impact statements, or any other environmental review or permits, are included under this contract scope;
- h. All permit processing fees / utilities capacity fees are not included and shall be paid by the Owner;
- i. No subcontracting is included in this scope; Coordination with subconsultants engaged by the Client or Client’s Contractor may be engaged as hourly additional services;
- j. Any costs related to the design and construction not specifically indicated in this proposal;
- k. Any additional design documents/services that are typically not included in the creation of a CSAP.
- l. Construction cost estimates are not included in this scope;
- m. This scope does not include any additional site visits beyond those described herein.
- n. No modeling of hydrology or hydraulic performance beyond I&I analysis.
- o. No emergency management plan development outside the power outage contingency.
- p. Any unforeseen regulatory requirements or changes after project commencement.
- q. Costs for utility locates or as-built updates
- r. Any GIS work or layout of any kind besides minimal asset location as required to complete the plan.

***Fees***

Fees will be billed as lump sum for the CSAP billed monthly based on hourly time expense or percent complete depending on level of completion of plan.

**CSAP Development: \$275,000**

***Subconsultant Services***

Subconsultant services are anticipated for the plan and will be determined based on existing information discovered during creation of the plan. These services will be billed as cost plus % markup following our standard reimbursable policies.

<b>TOTAL FIXED FEE:</b>	<b>\$275,000</b>
<b>ESTIMATED REIMBURSABLE:</b>	<b>\$60,000</b>
<b>TOTAL:</b>	<b><u>\$335,000</u></b>

**Client Requested Design Changes:**

Modifications to CSAP after final approval by Client **Hourly**

Fees will be invoiced to Client based on estimated percent complete against the Fixed Fee amount.

***Retainer***

**\$ N/A**

***Additional Services***

Unless otherwise indicated, this proposal/contract does not include permit application filing fees, reproduction costs, construction supervision, survey services, geotechnical services, aerial photograph services, costs incurred as a result of manipulation or encroachment of easements, alleys or right-of-ways, off-site improvements, costs incurred as a result of non-compliance, costs required as a result of environmental impacts, environmental studies or biological determinations, costs required for traffic studies or transportation engineering or other structures not specifically indicated in this proposal. Additional work will be provided in accordance with the fee schedule stated below:

**Exhibit 1 - WEC 2023 Hourly Fee Schedule**

<b><i>Title</i></b>	<b><i>Rate</i></b>
<i>Principal in Charge</i>	<i>\$210.00</i>
<i>Expert Witness</i>	<i>\$280.00</i>
<i>Registered Professional Engineer (P.E.)</i>	<i>\$165.00</i>
<i>Environmental Scientist</i>	<i>\$160.00</i>
<i>Mining Specialist PhD (non-P.E.)</i>	<i>\$160.00</i>
<i>Project Manager</i>	<i>\$160.00</i>
<i>Structural Manager</i>	<i>\$155.00</i>
<i>Senior Planner</i>	<i>\$140.00</i>
<i>Registered Engineer Intern (E.I.)</i>	<i>\$140.00</i>
<i>Certified Floodplain Manager (CFM)</i>	<i>\$140.00</i>
<i>Plans Examiner</i>	<i>\$130.00</i>
<i>Structural Inspector</i>	<i>\$130.00</i>
<i>Code Inspector</i>	<i>\$130.00</i>
<i>Senior Construction Inspector</i>	<i>\$115.00</i>
<i>Senior Engineering Designer</i>	<i>\$115.00</i>
<i>Engineering Designer</i>	<i>\$100.00</i>
<i>Construction Inspector</i>	<i>\$100.00</i>
<i>Engineering Technician</i>	<i>\$90.00</i>
<i>Structural Technician</i>	<i>\$90.00</i>
<i>Field Technician</i>	<i>\$90.00</i>
<i>Clerical</i>	<i>\$60.00</i>

WEC may utilize any intellectual property developed within the scope of this contract including but not limited to images, renderings, plans, designs, concepts, methods, or theories for uses including but not limited to advertising, training, or design impetus on future projects.



**INVOICES:** Progress invoices will be submitted to the client monthly. Client agrees to pay any and all fees or costs, including but not limited to reasonable attorney fees, court costs and costs for collection agencies should collection proceedings be necessary.

**PURSUANT TO F.S. 558.0035, AN INDIVIDUAL  
EMPLOYEE OR AGENT MAY NOT BE HELD  
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**LITIGATION:** Should litigation be caused or initiated by either party, the prevailing party shall be entitled to reimbursement for costs including but not limited to attorneys' fees and court costs. The parties agree that venue for any litigation arising out of this engagement shall be Charlotte County, Florida. The parties waive trial by jury.

**CONTRACT ASSIGNMENT:** This Proposal/Contract is for the exclusive use of the client and is not assignable to or assumable by any third party without prior written consent of the Weiler Engineering Corporation.

This agreement may be terminated at any time by either party upon 30 days written notice. Client agrees to pay WEC all monies due at time of termination for work completed prior to termination.

**LIMITATION OF LIABILITY:** The liability of the Design Professional and any of the Design Professional's consultants to the Client, for any actions, damages, claims, demands, judgments, losses, costs, and expenses to the extent caused by the Design Professional's or its consultants' negligent acts, errors, or omissions shall not exceed the greater of (1) \$50,000 or (2) WEC's total fee (excluding expense reimbursements) paid for the applicable Services during the immediately preceding twelve (12) month period. The Client agrees not to personally charge any employee of WEC with any liability arising out of the performance of this Agreement.

**The Weiler Engineering Corporation** or its officers reserve the right to suspend or terminate work under this agreement upon failure of the client to pay invoices as due, following ten (10) days written notice. Please sign and date below and return a copy to us as our authorization to proceed.

**APPROVED:**  **DATE:** 3/4/2025  
Client

 **DATE:** 3/4/2025  
**The Weiler Engineering Corporation**  
**Steve Suggs P.E., Director of Utilities Engineering**