CALL TO ORDER - PLEASE MUTE CELL PHONES

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA WITH ANY ADDITIONS, DELETIONS, OR CONTINUANCES

PUBLIC COMMENT

Individual comments have a 3 minute limit; Organizations have a 5 minute limit. General comment (non-agenda items) will be heard at this time; Specific agenda items will be heard right before the item. Speaker cards must be turned in before the meeting starts.
F. **BULK ITEMS**
   1. Sept. 18, 2012 Minutes

G. **FINANCIAL REPORT**
   2. Report of Cash, Revenues, and Expenditures
   3. Grau & Associates
   4. Insurance Contract

H. **COMMISSIONER'S ITEMS**
   5. Motion to appoint Board Member (Commissioner Brooks)

I. **ENGINEER'S REPORT**

J. **LEGAL COUNSEL REPORT**
   6. RESOLUTION NUMBER NO. 65-10-12
      A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT RELATING TO THE PROVISION, INSTALLATION, AND MAINTENANCE OF LOW PRESSURE COLLECTION ("GRINDER PUMP") SYSTEMS ON UNIQUE RESIDENTIAL PARCELS; ESTABLISHING THE TERMS, CONDITIONS, AND RESPONSIBILITIES OF PARCEL OWNERS AND THE DISTRICT WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

K. **GENERAL MANAGER'S REPORT**
   7. Report on Odor Control
   8. C905 Award
   9. Shallow Well Bid
   10. Cynergy Consulting Contract
   11. Customer Service Presentation

L. **COMMISSIONERS ROUNDTABLE**

M. **ADJOURNMENT**
TAB 1
Meeting Date: Oct. 2, 2012

[ ] Public Hearing
[ ] Discussion
[X] Action Item
[ ] Other:

Subject: Minutes of Sept. 18, 2012

Recommended Motion/Action: Approval

Approved by General Manager: ____________________________
Date: ____________

Summary Explanation/Background:
The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 4:01 PM. Present were Chairman Robert Majeska, Commissioners Norman Higgins, and Charles Brooks. Also present were the General Manager Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

Commissioner Higgins led the Pledge of Allegiance.

**APPROVAL OF AGENDA**
Commissioner Higgins added an item under Commissioner Items about replacing a commissioner.

**Motion:** Commissioner Brooks made a motion to approve the agenda as amended. Commissioner Higgins seconded the motion.

**Vote on Motion**

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner Higgins</td>
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<td></td>
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<tr>
<td>Chairman Majeska</td>
<td>X</td>
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<tr>
<td>Commissioner Brooks</td>
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<tr>
<td>Commissioner Tobin</td>
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<td>Absent</td>
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Motion passed 3 to 0

**PUBLIC COMMENT**

Name & Address | Subject
---|---
N/A            |     

**BULK ITEMS**

*Minutes of Sept. 11, 2012*

**Motion:** Commissioner Brooks made a motion to approve Bulk Items. Commissioner Higgins seconded the motion.

**Vote on Motion**

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
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<tbody>
<tr>
<td>Commissioner Higgins</td>
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<td>Commissioner Brooks</td>
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<tr>
<td>Commissioner Tobin</td>
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Motion passed 3 to 0
FINANCIAL REPORT
Report of Cash, Revenues, and Expenditures

Motion: Commissioner Brooks made a motion to approve the Report of Cash, Revenues, & Expenditures contingent upon the availability of funds. Commissioner Higgins seconded the motion.

Vote on Motion

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<thead>
<tr>
<th>Member</th>
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<th>No</th>
<th>Other</th>
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</thead>
<tbody>
<tr>
<td>Commissioner Higgins</td>
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<td>Chairman Majeska</td>
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<td>Commissioner Brooks</td>
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<tr>
<td>Commissioner Tobin</td>
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Motion passed 3 to 0

COMMISSIONER’S ITEMS
Commissioner Higgins stated that the Board has 45 days to replace a commissioner.

Motion: Commissioner Higgins made a motion to appoint David Asdourian to fill Commissioner Hammaker term. Motions died do to a lack of a second.

Chairman Majeska would like to appoint Commissioner Brooks to fill the vacant term.

Commissioner Brooks stated a two year term would be more to his liking than a four year term.

Chairman Majeska stated he is just trying to do what is best for the District.

GENERAL MANAGER REPORT
Vacuum Station “A” Odor Report
Margaret Blank, General Manager gave a report on what the District is doing to control odor better.

Insurance Renewal

Motion: Commissioner Higgins made a motion to authorize the General Manager to sign the Insurance Agreements which results from the negotiation with District Counsel Ray Giglio and the Insurance Company. Commissioner Brooks seconded the motion.

Vote on Motion

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
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</thead>
<tbody>
<tr>
<td>Commissioner Higgins</td>
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<td>Chairman Majeska</td>
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<td>Commissioner Brooks</td>
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<tr>
<td>Commissioner Tobin</td>
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Motion passed 2 to 1
Commissioner Brooks voted no because the final outcome of the agreement execution is not known.
Motion: Commissioner Brooks made a motion to approve the Bishop, Rosasco & Co. Work Authorization. Commissioner Higgins seconded the motion.

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<tr>
<th>Member</th>
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<th>Other</th>
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</thead>
<tbody>
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<td>Commissioner Higgins</td>
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<td>Chairman Majeska</td>
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<td>Commissioner Tobin</td>
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Motion passed 3 to 0

Audit

Motion: Commissioner Brooks made a motion to approve the Grau & Associates contact. Commissioner Higgins seconded the motion.

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<th>Yes</th>
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<tr>
<td>Commissioner Tobin</td>
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Motion passed 3 to 0

COMMISSIONER’S ROUNDTABLE
The Board discussed resolving the vacancy issue at the next meeting.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting 5:14 PM.

The KLWTD meeting minutes of Sept. 18, 2012 were approved on Oct. 2, 2012.

________________________________________
Chairman Majeska

________________________________________
Carol Walker, CMC District Clerk
TAB 2
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: October 2, 2012
Agenda Item No. 2

[ ] PUBLIC HEARING
[ ] DISCUSSION
[X] GENERAL APPROVAL OF ITEM
[ ] Other:

SUBJECT: Report of Cash, Revenues and Expenditures

RECOMMENDED MOTION/ACTION: Approve Report of Cash, Revenues and Expenditures schedule contingent upon availability of funds.

Approved by General Manager: [Signature] Date: 9/27/2012

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<tr>
<th>Originating Department:</th>
<th>Costs:</th>
<th>Attachments: Report of Cash, Revenue &amp; Expenditures Schedule</th>
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<tbody>
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<td>Finance</td>
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<td>[ ] District Counsel</td>
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<td>Date:</td>
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<td>[X] General Manager</td>
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<td>Paper:</td>
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<td>[X] Finance</td>
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</table>

<table>
<thead>
<tr>
<th>Department Review:</th>
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<tbody>
<tr>
<td>[ ] District Counsel</td>
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<td>Date:</td>
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<tr>
<td>[X] General Manager</td>
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<td>Paper:</td>
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<tr>
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</table>

Summary Explanation/Background:

Report of Cash, Revenues and Expenditures for Board review and approval contingent upon availability of funds.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised
Key Largo Wastewater Treatment District  
Prepared by Connie Fazio - September 27, 2012

Consolidated Cash in Banks at 08/31/2012

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<thead>
<tr>
<th>Account Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>BB&amp;T General Operating Account (reconciled)</td>
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<tr>
<td>BB&amp;T Payroll Account (reconciled)</td>
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<tr>
<td>Capital Bank Operating Account (reconciled)</td>
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<tr>
<td>Community Bank of Florida Operating Account (reconciled)</td>
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<tr>
<td>Petty Cash Account - Hurricane Emergency</td>
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<td><strong>Total Operating Accounts</strong></td>
<td><strong>$1,836,158.20</strong></td>
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Operating Revenues

<table>
<thead>
<tr>
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<tr>
<td>Wastewater Service Revenue 9/1-9/7/12</td>
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<td>Wastewater Service Revenue 9/8-9/14/12</td>
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<tr>
<td>Misc. Deposits</td>
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<tr>
<td><strong>Total Current Deposits</strong></td>
<td><strong>$378,016.06</strong></td>
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Bank Acct Balances + Deposits: $2,214,174.26

Less Expenditures Oct. 2, 2012 Payments (see next page) $109,925.56

Cash Balance after Oct. 2, 2012 payments $2,104,248.70
## Key Largo Wastewater Treatment District


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<tr>
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<td>Randy Brumm: Employee Work Boot Reimbursement</td>
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<tr>
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<td>Hach Company: Chemicals &amp; Solitax</td>
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<td>$1,141.63</td>
<td>$1,141.63</td>
<td>$1,141.63</td>
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Approved for payment

Chairman Robert Majeska
Charles Brooks, Secretary/Treasurer
**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

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**Meeting Date:** Oct. 2, 2012

**SUBJECT:** Grau & Associates

**RECOMMENDED MOTION/ACTION:** Approval

Approved by General Manager  
Date: 9/27/012

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**Summary Explanation/Background:**
September 17, 2012

Board of Commissioners
Key Largo Wastewater Treatment District
P.O. Box 491
Key Largo, FL 33037

We are pleased to confirm our understanding of the services we are to provide Key Largo Wastewater Treatment District, Key Largo, Florida ("the District") for the fiscal year ended September 30, 2012. We will audit the financial statements of the business type activities and major fund, which collectively comprise the basic financial statements of Key Largo Wastewater Treatment District as of and for fiscal year ended September 30, 2012. This letter serves to renew our agreement and establish the terms and fee for the 2012 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

1) Schedule of expenditures of federal awards.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Statistical section
2) Budget to actual schedule (budgetary basis)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—
Key Largo Wastewater Treatment District

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your
responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestations engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestations engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.
Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.
OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District’s major programs. The purpose of these procedures will be to express an opinion on the District’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed $27,500 for the September 30, 2012 audit. The fee for each annual renewal will be agreed upon separately.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2010 peer review report accompanies this letter.
We appreciate the opportunity to be of service to Key Largo Wastewater Treatment District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

[Signature]

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Key Largo Wastewater Treatment District.

By: 

Title: 

Date: 
Peer Review Program

is proud to present this
Certificate of Recognition

to

GRAU & ASSOCIATES

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2010, which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Daniel J. Heuidy, Chair
AICPA Peer Review Board
2010
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Oct. 2, 2012
Agenda Item No. 

[ ] PUBLIC HEARING [ ] RESOLUTION
[X] DISCUSSION [ ] BID/RFP AWARD
[ ] ACTION ITEM [ ] CONSENT AGENDA
[ ] Other:

SUBJECT: Insurance Renewal

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 9/17/2012

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Department Review:
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[X] General Manager
[ ] Finance
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[ ] Clerk

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<td></td>
<td>$100,000 Computer Fraud</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Liability/ Professional Liability</td>
<td>$5,000,000 w/0 Deductible</td>
<td>$1,000,000 w/ $25,000 Deductible</td>
<td>$37,963</td>
<td>$21,468</td>
</tr>
<tr>
<td>Public Officials and Employment Practices Liability</td>
<td>$5,000,000 w/0 Deductible</td>
<td>$1,000,000 w/ $25,000 Deductible</td>
<td>$21,882</td>
<td>$16,354</td>
</tr>
<tr>
<td>Automobile- schedule attached</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
<td>$10,302</td>
<td>$7,300</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Estimated payrolls $1,762,219</td>
<td>Estimated payroll $1,544,044</td>
<td>$34,089</td>
<td>$23,649</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$316,719</td>
<td>$241,378</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency Service Fee</td>
<td>N/A</td>
<td>$23,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$316,719</td>
<td>$264,378</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
THIS BROKER SERVICES AGREEMENT (this “Agreement”), effective October 1, 2012 (the “Effective Date”), is made by and between KEY LARGO WASTEWATER TREATMENT DISTRICT (“Company”), and the Homestead office of BROWN & BROWN OF FLORIDA, INC. DBA T.R. JONES & COMPANY (“Broker”).

Background

Broker is a licensed insurance agency in the State of Florida. Company has selected Broker to provide certain risk management and insurance program administration services relating to the Lines of Insurance (as hereinafter defined) and, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended to nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation from the Company to the Broker, Broker is providing services to the Company as an insurance broker. However, Broker, or its parent company, Brown & Brown, Inc., and related or affiliated companies, may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities, for which services Broker may receive commission payments. Company acknowledges and expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the “Services”), but only in relation to the following lines of insurance (collectively referred to as “Lines of Insurance”): (a) Property; (b) Inland Marine; (c) Crime; (d) Public Official Liability; (e) EPLI; (f) General Liability; (g) Commercial Automobile; (h) Equipment Breakdown; and (i) Workers’ Compensation.

Nothing in this Agreement shall be construed to impose any obligations on Broker, or limitations on Broker’s compensation, relative to any lines of insurance or coverages other than those specifically included in the Lines of Insurance delineated above.

4. **Company Responsibilities.** In consideration of the Services provided by Broker, Company agrees as follows:

   (a) Company shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker’s obligations in this Agreement.

   (b) Company shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Company further agrees to provide Broker with notice of any material changes in Company’s business operations, risk exposures or in any other material information provided under this Agreement. In addition, Company shall confirm the accuracy and recommend any changes to insurance policies issued to Company.
(c) This Agreement shall in no way obligate Company to procure any insurance or to use Broker for any insurance it wishes to procure. If, however, Company nonetheless chooses to procure its insurance through Broker Company shall timely pay all premiums and fees.

5. Compensation. In consideration of the Services, Company shall compensate Broker through a “Broker Services Fee” in the amount of TWENTY THREE THOUSAND DOLLARS AND 00/100 ($23,000.00). The Broker Services Fee shall be fully earned and payable upon Company’s execution and delivery of this Agreement. If Company chooses to procure insurance through Broker, with regard to the Broker Services Fee, Company and Broker acknowledge and agree as follows:

(a) In the event that Broker receives commission payments in connection with the placement procurement of the Lines of Insurance for Company, the amount of such payments will be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement, and any commission amount in excess of such balance shall be promptly paid to Company within 30 days after receipt of such commission by Broker. In addition it is understood and agreed that Broker, or Broker’s corporate parent, subsidiaries or affiliated entities, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to Company. To the extent that any such contingent payments or allowances are the result of or pertain to the Services provided by Broker to Company, Broker shall, in a timely fashion, disclose to Company the nature and extent of such contingent payments or allowances attributable to the Services.

(b) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Company’s insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a company owned by Brown & Brown Inc., the parent company of Broker. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company. Any such payments or allowances paid to intermediaries on account of the Services provided by Broker to Company shall be disclosed to Company in a timely fashion.

(c) If Company chooses to finance its premiums, Broker may assist Company in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(d) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the Company from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(e) Compensation for the Services specified under this Agreement are exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or
hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Company upon request.

(f) Company acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

(h) The following language is required in any written fee agreement between Broker and its customer. However, the language and the specific terms and conditions contained in the paragraphs above shall control regarding any understanding of compensation notwithstanding the following:

| If Broker is being compensated based upon a fixed dollar amount or fixed percentage fee, meaning that this agreement specifies compensation and states that additional compensation will not be paid to Broker or any other party, then additional compensation is strictly prohibited. Similarly, if this agreement sets compensation based upon a fixed dollar amount or fixed percentage fee, and this agreement specifies that additional compensation shall be credited to the Company, then any additional compensation to any party must be promptly returned to the Company. If this agreement is not based upon such fixed fee terms, then no owned or affiliated party, including brokers, wholesale brokers or third party intermediaries, may accept any type of compensation without full disclosure by Broker to the Company of the dollar amount or percentage of compensation prior to binding coverage. |

6. Termination.

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, or for no reason, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Company may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker’s insurance license in the State of Florida is not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker’s participation in any fraud; or (iii) Broker’s material failure to properly perform its duties and responsibilities hereunder because of Broker’s gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Company’s failure to pay any Broker Services Fee more than thirty (30) days after such payment is due; (ii) Company’s participation in any fraud; or (iii) Company’s material failure to properly perform its duties and responsibilities hereunder because of Company’s gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Company from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.
7. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Company:

Key Large Wastewater Treatment District  
PO Box 491  
Key Largo, FL 33037  
Attn: Raymond Giglio, District Counsel  
Email: rayg@klwtd

If to Broker:

Brown & Brown of Florida, Inc.  
dba T.R. Jones & Company  
1780 N. Krome Ave.  
Homestead, FL 33030  
Attn: Thomas R. Jones, Jr.  
Email: trjones@bbhomestead.com

With a copy to:

Brown & Brown, Inc.  
655 N. Franklin Street, Suite 1900  
Tampa, Florida 33602  
Attn: Carrie R. Brown, Corporate Counsel  
Email: cbrown@bbinslegal.com

or such other address as either shall give to the other in writing for this purpose.

8. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

9. **Florida Law Applies; Venue.** This Agreement has been made and executed in the State of Florida and shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Monroe County, Florida.

10. **Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT.

11. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

12. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Broker by their respective duly authorized representatives.

*********

Page 4 of 6
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY:

Key Largo Wastewater Treatment District,
a Florida independent utility district

By: ___________________________
Name: ___________________________
Title: ___________________________

BROKER:

Brown & Brown of Florida, Inc.
dba T.R. Jones & Company
a Florida corporation

By: ___________________________
Name: Thomas R. Jones, Jr.
Title: Executive Vice President – Homestead office

[Intentionally left blank.]
SCHEDULE A

BROKER SERVICES

a. Evaluate Company’s business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with Company to review Company’s risk management program.

b. Review and analyze Company’s existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve Company’s insurance program.

c. Analyze current insurance market conditions and advise Company of significant implications for Company’s insurance program.

d. Facilitate, market and procure quotations from carriers, review and analyze quotations and provide proposals for review by Company.

e. Secure and bind all coverages accepted by Company.

f. Coordinate loss prevention services provided by any insurance company with those services provided by Broker.

g. Analyze past and current claim and loss history information and advise Company of significant implications for Company’s insurance program.
Public Risk Underwriters  
PO Box 958455  
Lake Mary, FL 32795-8455  
Phone: 321-832-1450  
Fax: 321-832-1489  

Public Entity Application  
Renewal Application Muni [PK FL1 0444006 12-05]  
Portal Reference # 207640  
Coverage Term 10/01/2012 - 10/01/2013  

General Member Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Key Largo Wastewater Treatment District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing:</td>
<td>P. O. Box 491</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Key Largo, FL 33037</td>
</tr>
<tr>
<td>Physical:</td>
<td>98880 Overseas Highway</td>
</tr>
<tr>
<td>Phone #:</td>
<td>305-453-5804</td>
</tr>
<tr>
<td>Fax #:</td>
<td>305-453-5807</td>
</tr>
</tbody>
</table>

Member Contact Information

| Contact: | Connie Fazio |
| Title: | Financial Dept |
| Phone #: | 305-451-4019 Ext. 214 |
| Fax #: | |
| Email: | connief@klwttd.com |

Agency Information

| Agency: | T. R. Jones - Homestead |
| Address: | P. O. Box 1505 |
| City/State/Zip: | Homestead, FL 33030 |
| Phone #: | 305-247-5121 |
| Fax #: | 305-248-8543 |

CERTIFICATION

The undersigned being authorized by, and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor / Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.

SIGNATURE:  
DATE: Sept 25, 2013

NOTICE TO APPLICANT

For your protection, the following Fraud Warning is required to appear on this application:

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

"I hereby authorize the release of claims information from any Prior Insurer/Carrier/Trust to PRU &/or PGIT."
Renewal Application Muni [PK FL1 0444006 12-05]

Coverage Term: 10/01/2012 - 10/01/2013
Member Name: Key Largo Wastewater Treatment District
Agency: T. R. Jones - Homestead

### COVERAGE INFORMATION - PROFESSIONAL LIABILITY - PUBLIC OFFICIALS & EMPLOYMENT PRACTICES

This is an application for "CLAIMS MADE AND REPORTED" COVERAGE

<table>
<thead>
<tr>
<th>POL/EPLI</th>
<th>New Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Indicate total employment turnover during the last 3 years for # Full-time employees terminated (vol/invol)</td>
<td>20</td>
</tr>
<tr>
<td>2 Indicate current number of employees employed less than 2 years:</td>
<td>21</td>
</tr>
<tr>
<td>3 What is the requested POL Limit?</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>4 What is the requested POL Deductible?</td>
<td>$25,000</td>
</tr>
<tr>
<td>5 What is the requested EPLI Limit?</td>
<td>1,000,000</td>
</tr>
<tr>
<td>6 What is the requested EPLI Deductible</td>
<td>$25,000</td>
</tr>
<tr>
<td>7 Total Number of Board Members</td>
<td>5</td>
</tr>
<tr>
<td>8 Are Board Members Elected? Y/N</td>
<td>Yes</td>
</tr>
<tr>
<td>9 If Board Members are appointed, by whom?</td>
<td>5</td>
</tr>
<tr>
<td>10 How many employees hold professional designations i.e. Attorneys, architects, engineers, accountants etc.</td>
<td></td>
</tr>
<tr>
<td>11 Has any bond issue been defeated within the past three years?</td>
<td></td>
</tr>
<tr>
<td>12 If yes, has the proposal been resubmitted, or is it expected to be resubmitted?</td>
<td></td>
</tr>
<tr>
<td>13 Has your public entity been in default on the principal or interest on any bond?</td>
<td></td>
</tr>
<tr>
<td>14 If yes to any of these questions, please give details:</td>
<td></td>
</tr>
<tr>
<td>15 Prior Carrier Information - Answer the following for New Business Quotes only. If renewal skip to next section.</td>
<td></td>
</tr>
<tr>
<td>16 New Business - Who is your current POL/EPLI carrier?</td>
<td></td>
</tr>
<tr>
<td>17 New Business - What is your current POL/EPLI Limit?</td>
<td></td>
</tr>
<tr>
<td>18 New Business - What is your current POL/EPLI Deductible?</td>
<td></td>
</tr>
<tr>
<td>19 New Business - Does your current POL/EPLI coverage have a Retroactive Date? If so, what is it?</td>
<td></td>
</tr>
<tr>
<td>20 Has your POL/EPLI coverage ever been cancelled or non-renewed?</td>
<td>No</td>
</tr>
<tr>
<td>21 If so, please explain</td>
<td></td>
</tr>
<tr>
<td>22 Do you have a zoning commission?</td>
<td>Yes</td>
</tr>
<tr>
<td>23 Does your legal counsel attend all meetings of the planning and zoning board?</td>
<td></td>
</tr>
<tr>
<td>24 Do officials receive training with respect to &quot;open meetings&quot; and hearing regulations?</td>
<td>Yes</td>
</tr>
<tr>
<td>25 Do you have a written master plan for economic development?</td>
<td>No</td>
</tr>
<tr>
<td>26 If so, date last updated?</td>
<td></td>
</tr>
<tr>
<td>27 Do you have formally approved land use ordinances that have been reviewed by legal counsel?</td>
<td></td>
</tr>
<tr>
<td>28 Do you have a formal procedure to file for a variance to land use statutes?</td>
<td></td>
</tr>
<tr>
<td>29 Do you have a formal process for application and approval of permits and licenses?</td>
<td></td>
</tr>
<tr>
<td>30 Do you have a formal written policy prohibiting elected officials and/or board members from sitting on decisions in which they may have a conflict of interest?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Initial: MB Date: Sept 25, 2012
**Renewal Application Muni [PK FL1 0444006 12-05]**

**Coverage Term:** 10/01/2012 - 10/01/2013

**Member Name:** Key Largo Wastewater Treatment District

**Agency:** T. R. Jones - Homestead

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**COVERAGE INFORMATION - PROFESSIONAL LIABILITY - PUBLIC OFFICIALS & EMPLOYMENT PRACTICES**

**THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE**

### POL/EPLI/EPLI

<table>
<thead>
<tr>
<th>Question</th>
<th>New Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 In the past 5 years have you had any disputes or claims involving a wrongful &quot;taking&quot;, zoning variance or land use right? If yes, provide details within loss summary.</td>
<td>No</td>
</tr>
<tr>
<td>32 In the past 5 years have you had any disputes or claims involving the approval of building permits, design, or code enforcement? If yes, provide details within loss summary.</td>
<td>No</td>
</tr>
<tr>
<td>33 In the past 5 years have you had any disputes, claims or complaints involving open or closed landfills? If yes, provide details within loss summary.</td>
<td>No</td>
</tr>
<tr>
<td>34 What is the requested EPLI Retro Date?</td>
<td></td>
</tr>
<tr>
<td>35 For how many individuals (no FEIN) does applicant report earnings on IRS Form 1099?</td>
<td>0</td>
</tr>
<tr>
<td>36 Has there been a layoff of employees or reduction in service in the last three years?</td>
<td>Yes</td>
</tr>
<tr>
<td>37 Indicate total employment turnover during the last 3 years for full-time employees hired</td>
<td>12</td>
</tr>
<tr>
<td>38 Indicate total employment turnover during the last 3 years for part-time employees hired</td>
<td>0</td>
</tr>
<tr>
<td>39 Indicate total employment turnover during the last 3 years for part-time employees terminated (vol/volnt)</td>
<td>0</td>
</tr>
<tr>
<td>40 Indicate current number of employees employed more than 10 years:</td>
<td>0</td>
</tr>
<tr>
<td>41 Indicate current number of employees employed between 2 -10 years:</td>
<td>11</td>
</tr>
<tr>
<td>42 Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, treatment or termination of employment? (If yes, provide details under separate cover):</td>
<td>See Below</td>
</tr>
<tr>
<td>43 Provide names &amp; positions of persons with whom any insured has written employment agreement(s):</td>
<td>All Employees</td>
</tr>
<tr>
<td>44 In the past 5 years, has any claim been made or is now pending against the Entity or any person in his/her capacity as an official or employee of the entity? If yes, provide details within loss summary.</td>
<td>Yes</td>
</tr>
<tr>
<td>45 Within the past 5 years, has/does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim against them or against the entity? If so, please provide details.</td>
<td>No</td>
</tr>
<tr>
<td>46 Do supervisors receive training in the proper implementation of your policies and procedures?</td>
<td>Yes</td>
</tr>
<tr>
<td>47 Do you have a written employment manual including all personnel policies and procedures?</td>
<td>Yes</td>
</tr>
<tr>
<td>48 When was this manual last updated, date?</td>
<td>08/11/2011</td>
</tr>
<tr>
<td>49 Is this manual reviewed by counsel experienced and qualified in employment law?</td>
<td>Yes</td>
</tr>
<tr>
<td>50 Is this manual distributed to all employees upon hiring?</td>
<td>Yes</td>
</tr>
<tr>
<td>51 If no, please explain why not:</td>
<td></td>
</tr>
<tr>
<td>52 Do you have a written policy with respect to both sexual and non-sexual harrassment?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Initial: [Signature]  Date: Sept. 25, 2012
Renewal Application Muni [PK FL1 044006 12-05]  
Coverage Term: 10/01/2012 - 10/01/2013  
Member Name: Key Largo Wastewater Treatment District  
Agency: T. R. Jones - Homestead  

**Coverage Information - Professional Liability - Public Officials & Employment Practices**  
This is an application for "Claims Made and Reported" Coverage  

<table>
<thead>
<tr>
<th>POL/ELLI/EPLI</th>
<th>New Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>53 Do you follow a formal written procedure for employee disputes/complaints?</td>
<td>Yes</td>
</tr>
<tr>
<td>54 Are all actions to dismiss or demote employees reviewed in advance by legal counsel?</td>
<td>No</td>
</tr>
<tr>
<td>55 Do you require that due process be served and documented for all proceedings involving dismissal, demotion or suspension?</td>
<td>Yes</td>
</tr>
<tr>
<td>56 Are all probationary or disciplinary actions recorded in writing and signed by the employee?</td>
<td>Yes</td>
</tr>
<tr>
<td>57 Are you an Equal Opportunity Employer?</td>
<td>Yes</td>
</tr>
<tr>
<td>58 Have job descriptions been drafted for regular full-time positions?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Professional Liability**  
It is agreed that if any such fact, circumstance or situation not listed/disclosed herein, then any claim based upon, arising out of, or attributable thereto, is excluded from the coverage being applied for.  
The undersigned being authorized by, and acting on behalf of the applicant and all persons or concerns seeking coverage, has read and understands this Application, and declares all statements set forth herein are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the coverage agreement applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Trust. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.  
The signing of this Application does not bind the undersigned to purchase coverage, nor does the review of this Application bind Preferred to issue a coverage agreement. This Application shall, however, be the basis of the contract, should a coverage agreement be issued.  

Signed ______________________ Title _______________ Date ____________  
This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor / Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.  

**Signatory Above is also to initial each and every page of this application.**  
**Important Notice:** Should the signed application differ in any way from the application submitted for underwriting/rating purposes, the terms, conditions and premium as reflected on quote/binder/coverage agreement may be subject to change.
YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

☐. a. I hereby reject Uninsured Motorist coverage.

☑. b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
   each person (enter limit if applicable):
   $100,000 each accident.

☐. c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE
(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☑. I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signed [Signature]  (Covered Party)

Signed [Signature]  (Covered Party)  Date: Sept 25, 2012

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.
Covered Party: Key Largo Wastewater Treatment District

Agreement Number: PK FL1 0444006 12-05
Coverage Period: From: 10/01/2012 to 10/01/2013

I hereby confirm that limits/coverages as shown hereunder, corresponding with the Coverage Agreement, are correct:

- [X] Property TIV $17,038,811 Buildings & Contents Combined
- [X] Inland Marine
  - Not Included Communication Equipment
  - $115,999 Contractor’s / Mobile Equipment
  - $50,000 Electronic Data Processing Equipment
  - Not Included Emergency Services Portable Equipment
  - Not Included Fine Arts
  - Not Included Other Inland Marine
  - Not Included Rented, Borrowed, Leased Equipment
  - $50,000 Valuable Papers
  - Not Included Watercraft

- [X] I reject property TRIA (Terrorism Risk Insurance Act) coverage

- [X] Automobile
  - 16 # of Units - Auto Liability
  - 9 # of Units - Comprehensive
  - 9 # of Units - Collision

- [X] I hereby confirm that I have received a copy of PGIT’s Current Interlocal Agreement (which was last amended October 1, 2004)

- [N/A] I confirm having read and agreed to the terms as laid out in the attached PGIT Participation Agreement (which also requires a signature)

Please remember that a signed copy of the following are also required:
- First Page of PGIT application
- Uninsured Motorist Rejection / Election form, if applicable
- Professional Liability (POL / EPLI or ELL / EPLI) application, if applicable.

Signature: Margarete Blank
Name: General Manager
Title: Sept 28, 2012
Date: 2012

Please note: Failure to return this signature page could result in cancellation of coverage.
Public Risk Underwriters
PO Box 958455
Lake Mary, FL 32795-8455
Phone: 321-832-1450
Fax: 321-832-1489

Renewal Application Muni [WC FL1 0444006 12-05]
Portal Reference # 207356
Coverage Term 10/01/2012-10/01/2013

Name: Key Largo Wastewater Treatment District
Mailing: P. O. Box 491
City/State/Zip: Key Largo, FL 33037
Physical: 98880 Overseas Highway
City/State/Zip: Key Largo, FL 33037
Phone #: 305-453-5804
Fax #: 305-453-5807

Contact: Connie Fazio
Title: Financial Dept
Phone #: 305-451-4019 Ext. 214
Fax #: 
Email: connief@klwd.com

Agency Information
Agency: T. R. Jones - Homestead
Address: P. O. Box 1505
City/State/Zip: Homestead, FL 33030
Phone #: 305-247-5121
Fax #: 305-248-8543

Certification
The undersigned being authorized by, and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor / Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.

Signature: ______________________
Title: General Manager
Date: Sept. 25, 2012

Notice to Applicant
For your protection, the following Fraud Warning is required to appear on this application:

Florida Fraud Statement
Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

"I hereby authorize the release of claims information from any Prior Insurer/Carrier/Trust to PRU &/or PGIT."
BROKER SERVICES AGREEMENT

THIS BROKER SERVICES AGREEMENT (this “Agreement”), effective October 1, 2012 (the “Effective Date”), is made by and between KEY LARGO WASTEWATER TREATMENT DISTRICT (“Company”), and the Homestead office of BROWN & BROWN OF FLORIDA, INC. DBA T.R. JONES & COMPANY (“Broker”).

Background

Broker is a licensed insurance agency in the State of Florida. Company has selected Broker to provide certain risk management and insurance program administration services relating to the Lines of Insurance (as hereinafter defined) and, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. Relationship of Parties. Broker is an independent contractor and nothing in this Agreement is intended to nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation from the Company to the Broker, Broker is providing services to the Company as an insurance broker. However, Broker, or its parent company, Brown & Brown, Inc., and related or affiliated companies, may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities, for which services Broker may receive commission payments. Company acknowledges and expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. Broker Services. Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the “Services”), but only in relation to the following lines of insurance (collectively referred to as “Lines of Insurance”): (a) Property; (b) Inland Marine; (c) Crime; (d) Public Official Liability; (e) EPLI; (f) General Liability; (g) Commercial Automobile; (h) Equipment Breakdown; and (i) Workers’ Compensation.

Nothing in this Agreement shall be construed to impose any obligations on Broker, or limitations on Broker’s compensation, relative to any lines of insurance or coverages other than those specifically included in the Lines of Insurance delineated above.

4. Company Responsibilities. In consideration of the Services provided by Broker, Company agrees as follows:

   (a) Company shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker’s obligations in this Agreement.

   (b) Company shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Company further agrees to provide Broker with notice of any material changes in Company’s business operations, risk exposures or in any other material information provided under this Agreement. In addition, Company shall confirm the accuracy and recommend any changes to insurance policies issued to Company.
7. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Company
Key Large Wastewater Treatment District
PO Box 491
Key Largo, FL 33037
Attn: Raymond Giglio, District Counsel
Email: rayg@klwtd

If to Broker:
Brown & Brown of Florida, Inc.
dba T.R. Jones & Company
1780 N. Krome Ave.
Homestead, FL 33030
Attn: Thomas R. Jones, Jr.
Email: trjones@bbhomestead.com

With a copy to:
Brown & Brown, Inc.
655 N. Franklin Street, Suite 1900
Tampa, Florida 33602
Attn: Carrie R. Brown, Corporate Counsel
Email: cbrown@bbinslegal.com

or such other address as either shall give to the other in writing for this purpose.

8. Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

9. Florida Law Applies; Venue. This Agreement has been made and executed in the State of Florida and shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Monroe County, Florida.

10. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT.

11. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

12. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Broker by their respective duly authorized representatives.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY:

Key Largo Wastewater Treatment District,
a Florida independent utility district

By: ____________________________
Name: MARGARET BLANK
Title: GENERAL MANAGER

BROKER:

Brown & Brown of Florida, Inc.
dba T.R. Jones & Company
a Florida corporation

By: ____________________________
Name: Thomas R. Jones, Jr.
Title: Executive Vice President – Homestead office

[Intentionally left blank.]
SCHEDULE A

BROKER SERVICES

a. Evaluate Company’s business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with Company to review Company’s risk management program.

b. Review and analyze Company’s existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve Company’s insurance program.

c. Analyze current insurance market conditions and advise Company of significant implications for Company’s insurance program.

d. Facilitate, market and procure quotations from carriers, review and analyze quotations and provide proposals for review by Company.

e. Secure and bind all coverages accepted by Company.

f. Coordinate loss prevention services provided by any insurance company with those services provided by Broker.

g. Analyze past and current claim and loss history information and advise Company of significant implications for Company’s insurance program.
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Tuesday, 10/2/12

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] DISCUSSION [ ] BID/RFP AWARD

[ X] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: David Asdourain appointment to the KLWTD Board of Commissioners

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 9/8/2012

Originating Department: Commissioner Brooks

Department Review:
[ ] DISTRICT Counsel
[ ] General Manager
[ ] Finance

Costs: 0
Funding Source:

[ ] Engineering
[ ] Clerk
[ ] Operations Manager

Commissioner Charles Brooks

Attachments:

Advertised:
Date: [ ]
Paper: [ ]
[X] Not Required

Summary Explanation/Background: MOTION

I Commissioner Charles Brooks make a motion that the KLWTD Board appoints David Astourain to fill the vacated board member seat vacated by Susie Hammaker's resignation on August 8, 2012. The vacated seat has approximately 2 years of an unexpired term. The appointed position is to fill the unexpired term and will be up for reelection during the general election in November 2014.

This motion also includes, should the appointment be approved, David Asdourain will be sworn in upon approval. Carol Walker the District Clerk has the knowledge and experience in the swearing-in process.

David Asdourain has demonstrated his interest in the District and our rate payers. Since the 2010 election process he has been a constant participant in our proceedings. He is knowledgeable of our goals, idiosyncrasies, strengths and weaknesses. David also has experience in communicating with our staff, David knows their positions and responsibilities. He should be able to step into the position and immediately be an asset to the board and the District.

Resulting Board Action:
☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
TAB 4
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Oct. 2, 2012
Agenda Item No. 6

[ ] PUBLIC HEARING
[X] RESOLUTION
[ ] DISCUSSION
[ ] BID/RFP AWARD
[ ] ACTION ITEM
[ ] CONSENT AGENDA

SUBJECT: Resolution 65-10-12

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 9/27/2012

Originating Department: Legal
Costs: $
Funding Source:
Attachments: Resolution

Department Review:
[ ] District Counsel
[ ] General Manager
[ ] Finance

[ ] Engineering
[ ] Clerk

Advertised:
Date:
Paper:
[X] Not Required

Summary Explanation/Background: This is the 2012 grinder pump resolution.
RESOLUTION NUMBER NO. 65-10-12
A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT RELATING TO THE PROVISION, INSTALLATION, AND MAINTENANCE OF LOW PRESSURE COLLECTION ("GRINDER PUMP") SYSTEMS ON UNIQUE RESIDENTIAL PARCELS; ESTABLISHING THE TERMS, CONDITIONS, AND RESPONSIBILITIES OF PARCEL OWNERS AND THE DISTRICT WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION MAY BE REFERRED TO AS THE “2012 GRINDER PUMP RESOLUTION.”

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Key Largo Wastewater Treatment District, as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01. DEFINITIONS:

As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"District" means the Key Largo Wastewater Treatment District and its commissioners, employees, inspectors, contractors, representatives, and agents.

"Dwelling Unit" means a single unit designated or intended for one-family occupancy (a household of one or more persons), including, but not limited to, a detached single-family house, one-half of a duplex, an apartment, a residential condominium unit (whether in a single-unit building or a multiple-unit building), a mobile home or recreational vehicle space not regulated under Chapter 513, F.S.

"Easement Area" means a certain portion of a Unique Residential Parcel as defined in the Easement Grant, to which the District shall have access for the purpose of maintaining the Grinder Pump System in accordance herewith. The exact location of said Easement Area is to be determined during the Pre-Construction Meeting between the District and the Participating Owner.

"Easement Grant" means the formal document executed by the Participating Owner(s), and filed in the Office of the Clerk of Monroe County, granting and conveying to the District a Temporary Construction Easement and a Permanent Utility Easement, over, in, across, and under the Parcel on which the District will install and maintain a Grinder Pump System for sanitary sewer service in accordance with this Resolution.

"Gravity Service Line" means the gravity lateral pipe that the District will install on the Parcel, connecting the existing wastewater pipe coming out of the home to the Grinder Pump System. This said Gravity Service Line will become the property of the Owner and it will be the responsibility of the Owner to maintain it in accordance herewith.
“Grinder Pump System” means a low pressure sewer service system for use on Residential Unique Parcels consisting of an individual simplex grinder pump, electrical connections, low pressure sewer lines, and other appurtenances but shall exclude the Gravity Service Line.

“Low-Pressure Lateral Pipe” means the small-diameter pipe that connects the Grinder Pump System to the District’s force main sewer line in the public right-of-way. This line will remain the property of the District.

“Owner” or “Owners” means the person, persons or entity holding legal title to the Residential Tax Parcel upon which the Grinder Pump System will be installed.

“Parcel” means the tract or plot of land located in Monroe County, Florida, upon which the Grinder Pump System will be installed and maintained by the District pursuant to this Resolution.

“Participating Owner” or “Participating Owners” means the Owner or Owners of a Parcel which is participating in the Residential Unique Parcel Project.

“Permanent Utility Easement” means a non-exclusive easement granting the District such access to the Easement Area as is reasonably necessary to repair and maintain the Grinder Pump System in accordance with the provisions of this resolution, as same may from time to time be amended; and granting the District complete access to the Easement Area at any time, 24-hours per day, in the event of an emergency.

“Person” means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, private or governmental, as the context may require.

“Pre-Construction Meeting” means a formal consultation between the District and the Participating Owner(s) during the pre-construction period, for the purpose of establishing and marking the location of the grinder pump, the electrical connections, the low pressure sewer lines, and other appurtenances.

“Premises” means any and all real property and tangible personal property affixed to real property served or capable of being served by the District.

“Residential Tax Parcel” means a Tax Parcel improved with a structure or structures that are comprised exclusively of Dwelling Units and their appurtenances such as garages, sheds, swimming pools, and boat docks.

“Residential Unique Parcel” means a single-family Residential Tax Parcel that cannot connect to the District’s sanitary sewer system by means of a gravity connection and which must tie directly into the District’s force main via a Grinder Pump System.

“Residential Unique Parcel Project” means the program adopted by the District with respect to the provision, installation, and maintenance of Grinder Pump Systems on Residential Unique Parcels within the District service area.

“System Development Charge” or “SDC” means the District’s charge to each Owner of Property. The SDC is expected to recover approximately 40% of the Capital Costs related to the construction of the Wastewater Management Facilities as outlined in Resolution No 37-05-12 as same may from time to time be amended.
“Tamper” or “Tampering” means any willful alteration or interference with a water meter or Wastewater system components and facilities owned by the District, except for turning the valve associated with the water meter for the purpose of temporary disconnection of service. Tampering includes obtaining unauthorized service to a Premises or location.

“Tax Parcel” means a Parcel of real property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

“Temporary Construction Easement” means a non-exclusive easement granting the District access to the Residential Unique Parcel for the initial construction and installation of the Grinder Pump System and for other construction purposes reasonably related thereto. Such grant includes access during normal business hours to conduct all studies, tests, examinations and surveys necessary to design, construct and install the Grinder Pump System.

SECTION 1.02. INTERPRETATION:

A. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms refer to this resolution; the term “hereafter” means after the effective date of this Resolution; the term “heretofore” means before the effective date of this resolution.

B. Unless the context indicates otherwise, wherever used herein, the terms “Owner” and “District” include all parties involved and their respective heirs, legal representatives, successors and assigns; words of any gender include the correlative words of the other gender; words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II
FINDINGS

SECTION 2.01. FINDINGS:

It is hereby ascertained, determined, and declared that:

A. Pursuant to the Key Largo Wastewater Treatment District Act (Chapter 2002-337, Florida Statutes), as amended, and the Uniform Special District Accountability Act of 1989 (Chapter 189, Florida Statutes), the District possesses, among other powers, the powers to:

1. Perform such acts as shall be necessary for the sound planning, acquisition, development, operation, and maintenance of a wastewater management system within the District, including all business facilities necessary and incidental thereto;

2. Adopt resolutions and policies as necessary for implementation, regulation, and enforcement, consistent with the purposes of the District;

3. Plan, develop, purchase or otherwise acquire, construct, reconstruct, improve, extend, enlarge, equip, repair, maintain, and operate any wastewater management system and facilities within the territorial limits of the District; and

4. Do all acts or things necessary or convenient to carry out the powers expressly granted in the Key Largo Wastewater Treatment District Act.
B. On or about March 6, 2012, the District’s Board of Commissioners adopted a resolution establishing the “Residential Unique Parcel Project,” for the purpose of providing, installing, and maintaining simplex Grinder Pump Systems on the Residential Unique Properties of Participating Owners within the District service area.

ARTICLE III
GENERAL PROVISIONS

SECTION 3.01. GENERAL PROVISIONS:

In order to participate in the District’s Residential Unique Parcel Project, Owners of Residential Unique Parcel must:

A. Execute an Easement Grant, conveying and granting to the District:
   
   a. A non-exclusive Temporary Construction Easement, and

B. Agree to pay a System Development Charge in accordance with Resolution Number No 37-05-12, as same shall from time to time be amended, covering the costs of wastewater treatment plant capacity, force main pipe capacity, wastewater system connection and Grinder Pump equipment, installation and maintenance.

C. Execute an Acknowledgement of Intent to Participate.

D. Provide sufficient contact information to the District. This may be accomplished by executing a Unique Project Contact Form.

ARTICLE IV
LOCATION OF FACILITIES

SECTION 4.01. LOCATION OF EASEMENT AND GRINDER PUMP SYSTEM:

A. The Grinder Pump System shall be constructed and installed by the District over, under, in, along, across, and upon the Easement Area.

B. The exact location of the Easement shall be determined by the mutual consent of the parties at the time the Grinder Pump System is installed.

C. The District will make all reasonable attempts to construct the Grinder Pump System along the shortest and/or most cost-efficient route.

D. Prior to installation of the Grinder Pump System, the Participating Owner shall provide the District access to the Parcel during normal business hours to conduct all studies, tests, examinations, and surveys necessary to design and construct the Grinder Pump System and related improvements.
E. During the pre-construction period, the District shall have a Pre-Construction Meeting with the Participating Owner for the purpose of establishing and marking the location of the grinder pump, the electrical connections, the low pressure sewer lines, and appurtenances.

ARTICLE V
CHANGES

SECTION 5.01. CHANGES:

A. If the Participating Owner desires to change the location of the grinder pump, connections, lines, or appurtenances:
   1. The Participating Owner must make a written request for the changes within three (3) business days of the Pre-Construction Meeting with the District, and
   2. The Participating Owner must provide a drawing indicating the location of desired changes.

B. Within ten (10) business days after receiving the written request for the changes, the District will either:
   1. Deny the request and provide the Participating Owner with an explanation of the nature of the denial, or
   2. Conditionally approve the request pending a cost analysis.

C. Upon conditional approval, the District will, within a reasonable amount of time, solicit bids in accordance with the District’s purchasing policy to obtain estimates of the cost of the requested change.
   1. If such costs are two hundred dollars ($200) or less, the District will provide final approval and may, in the District’s sole discretion, accommodate the requested change for the Participating Owner at no cost.
   2. If such costs are greater than two hundred dollars ($200), the Participating Owner must agree to pay for the cost of such change in order to receive final approval.
   3. In no case will the District pay more than two hundred ($200) for aggregated changes that have been requested by the Participating Owner of a Unique Residential Parcel.

D. With respect to any change:
   1. The grinder pump and electrical service connection must be located as set forth in “ARTICLE VII, SECTION 7.02. (ELECTRICAL CONNECTION AND COSTS)” below.
   2. Upon completion of the installation, the District will provide an “as-built” drawing showing the location of the grinder pump and associated facilities installed by the District.
ARTICLE VI
ACCESS

SECTION 6.01. ACCESS TO PARCEL:

A. In accordance with the Easement Grant, District employees, inspectors, contractors, representatives, and agents shall be given access to the Parcel for the purpose of surveying, planning, constructing, installing, maintaining, and operating a Grinder Pump System, and for other purposes reasonably related to the construction and maintenance of the Grinder Pump System.

B. Following installation of the Grinder Pump System, the District, and its employees, inspectors, contractors, representatives, and agents shall be given such access to the Easement Area as is reasonably necessary, to maintain and repair the Grinder Pump System; and shall be given complete access to the Easement Area, at any time, 24-hours per day, in the event of an emergency.

SECTION 6.02. ACCESS TO STRUCTURE(S):

A. The District’s right of access shall not include the right to enter any structure located on the Parcel.

B. In the event that District employees, inspectors, contractors, representatives, or agents require access to the interior of any structure on the Parcel for the purposes of providing any services related to the provisions of this Resolution, the District shall obtain advance permission to enter from at least one owner prior to any entry for such purposes.

ARTICLE VII
SERVICE PROVISIONS

SECTION 7.01. DISTRICT’S RIGHT TO SERVICE AND MAINTAIN SYSTEM:

A. In accordance with the Easement Grant, the Participating Owners of Residential Unique Parcels shall allow and grant District employees, inspectors, contractors, representatives, and agents access to the Easement Area.

B. Such access shall be granted to allow the District to service, maintain and repair Grinder Pump Systems as follows:

1. In the event the Grinder Pump System or any part thereof requires repairs or service as a result of normal wear and tear, the District will repair such damage at no cost or expense to the Participating Owner.

2. In the event the Grinder Pump System or any part thereof requires repairs or service as a result of intentional, negligent, or accidental abuse or misuse by the Owner or any third party, the District will repair such damage and the District shall charge the total cost thereof to the Owner.

3. The Owner shall hold the District harmless for any direct or consequential damage arising or resulting from:
a. Any maintenance or repair procedures which the District has performed or failed to perform.

b. Any intentional, negligent, or accidental abuse or misuse of the Grinder Pump System on the part of the Owner or any third party.

C. The District shall provide maintenance and repairs to the Gravity Service Line for any repairs incidental to the installation of the Grinder Pump System for a period not to exceed one (1) calendar year from the date of acceptance by the Participating Owner.

1. At the end of this said one-year period, it shall be the sole responsibility of the Participating Owner to maintain and repair the Gravity Service Line (including the anti-backflow device).

2. The District shall not be responsible for any direct or consequential damage arising from any failure of the Gravity Service Line (including the anti-backflow device) or of the household plumbing.

D. The District shall NOT be responsible for maintenance or repair of any household plumbing.

SECTION 7.02. ELECTRICAL CONNECTION AND COSTS:

A. The Grinder Pump System requires 220 volt electrical service.

1) The Participating Owner shall provide, at Participating Owner’s own cost and expense, such 220 volt electrical service connection, rated at an amperage service level to be determined by the District.

2) Such electrical service connection must be located within a reasonable distance from the point where the sewer line exits the structure, which distance shall be determined by the District, during the Pre-Construction Meeting with the Participating Owner.

B. The Participating Owner shall allow the District to connect the Grinder Pump System to the Parcel’s electrical system.

C. The Participating Owner shall be responsible for, and shall pay, the full cost of the electricity needed to power the Grinder Pump System.

SECTION 7.03. RESTORATION OF PROPERTY:

A. The District will exercise reasonable care to minimize the disruption of surface vegetation and physical, non-vegetative improvements in connection with installation, repair, and maintenance of the Grinder Pump System.

B. If the District damages vegetation or non-vegetative improvements in the course of the installation of the Grinder Pump System or in the course of any repairs and maintenance performed by the District in accordance herewith, the District will bear, and will be responsible for, the cost of:

1. Replanting, reseeding, or re-sodding the damaged vegetation, and

2. The reasonable cost of repair or replacement of the non-vegetative improvements damaged in the course of such installation, repairs, or maintenance.
C. For repairs and maintenance other than repair and maintenance duly performed by the District in accordance herewith, the Participating Owner shall be responsible for and shall bear the cost of repair or replacement of vegetation or non-vegetative improvements damaged in the course of such repairs and maintenance.

ARTICLE VIII
OWNER'S DUTIES, DAMAGE TO FACILITIES, AND TAMPERING

SECTION 8.01. OWNER'S DUTY TO PROTECT DISTRICT PROPERTY:

A. In accordance with Section 3.05 of the District’s General Rules and Regulations, as same shall from time to time be amended, the Owner shall be required to exercise due care to protect any District Wastewater facilities that are located on the Owner’s Parcel.

B. The Owner shall not allow anyone access to any such facilities, except the District's agents or Persons otherwise authorized by law, each of whom will first display to the Owner identification and evidence of authorization for entry.

SECTION 8.02. DAMAGE TO FACILITIES:

A. In the event any of the District's facilities are damaged by contractors, governmental agencies, or others, the District will repair such damage and charge the total cost thereof to the Persons causing the damage.

B. In the event of any loss or damage to the District's property or any Wastewater Facilities arising from the negligence or intentional misuse by the Owner, its agents, invitees, or assignees, the total cost of replacing such loss or repairing such damage will be charged to the Owner at cost.

SECTION 8.03. OWNER'S DUTY NOT TO TAMPER WITH DISTRICT FACILITIES:

A. In accordance with section 3.06 of the District’s General Rules, as same shall from time to time be amended, the Owner is prohibited from tampering with District Wastewater System components or facilities, including the Grinder Pump System installed on the Owner’s Parcel.

B. The Owner must promptly report any Tampering to the District and the Owner is responsible for any Tampering caused by its agents or other Persons using the Premises with or without the Owner's consent.

C. The Owner may incur charges and penalties for any such Tampering in accordance with section 9.05 of the General Rules and Regulations of the Key Largo Wastewater Treatment District, as same shall from time to time be amended.

SECTION 8.04. ADDITIONAL RESTRICTIONS ON OWNER:

A. The Owner shall not erect or maintain any building, structure, or improvement, over, under, in, along, or upon the Easement Area.
B. The Owner shall not develop, landscape, or beautify any part of the Easement Area:

1. In any way that might cause damage to or interfere with the Grinder Pump System to be placed therein, or

2. Which would unreasonably or materially increase the costs to the District of installing, maintaining, or repairing the Grinder Pump System or of restoring any part of the Property area after such installation.

SECTION 8.04. OWNER'S COMPLIANCE AND COOPERATION:

A. In accordance with section 3.09 of the District's General Rules and Regulations, the Owner must comply with the General Rules and Regulations of the Key Largo Wastewater Treatment District, as duly adopted or as same may from time to time be revised or amended.

B. The Owner shall execute such other documents and perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this Resolution.

ARTICLE IX
MAINTENANCE AND REPAIR PROVISIONS

SECTION 9.01. ONLY DISTRICT EMPLOYEES:

A. The Owner shall allow and permit ONLY District employees, inspectors, contractors, representatives, and agents to maintain, repair, and/or service the Grinder Pump System.

B. Maintenance, repair, or service by any Person or entity other than District employees, inspectors, contractors, representatives, or agents shall be considered Tampering.

SECTION 9.02. NO CONTINUING OBLIGATION TO MAINTAIN OR REPAIR:

A. Any and all maintenance, repair and/or service by the District shall be performed ONLY for such time, and in such manner, as shall be provided for in this resolution, as same shall from time to time be amended.

B. The District shall have no obligation to maintain, repair, and/or service Grinder Pump Systems installed on Residential Unique Parcels, except as provided for in this resolution, as same shall from time to time be amended.

C. In the event this resolution shall be amended, superseded, or rescinded by lawful action of the Board of Commissioners of the District, such that the District’s maintenance, repair and/or service of Grinder Pump Systems installed on Residential Unique Parcels shall terminate, the District shall thereupon have no further obligation to maintain, repair, or service Grinder Pump Systems, and the Owners shall be responsible for any subsequent maintenance, repair or service at Owners’ own cost and expense.

SECTION 9.03. TERM AND TERMINATION OF MAINTENANCE AND REPAIR
A. In accordance with the provisions of this resolution, the District shall commence maintaining, repairing
and servicing the Grinder Pump Systems installed on Residential Unique Parcels on the date that the
construction of the said Grinder Pump System is completed.

B. The District shall continue to maintain, repair and service the Grinder Pump Systems installed on
Residential Unique Parcels unless and until this resolution shall be amended, superseded, or rescinded,
such that the District’s maintenance, repair and/or service of Grinder Pump Systems installed on
Residential Unique Parcels shall terminate.

C. With respect to the Gravity Service Line, in accordance with the provisions of “ARTICLE VII,
SECTION 7.01., B.” above, the District shall provide maintenance and repairs for a period not to exceed
one (1) calendar year from the date of acceptance by the Participating Owner.

SECTION 9.04. DISTRICT’S RIGHT TO TERMINATE MAINTENANCE AND REPAIR

A. Even if this resolution shall not have been amended, superseded, or rescinded, the District may, in its
sole discretion, and upon thirty (30) days’ written notice to the Participating Owner, cease all
maintenance, repair, and service of the Grinder Pump System installed on that Participating Owner’s
Parcel in the event of the happening of any one of the following:

1. A breach by the Owner, of the provisions of this Resolution, as same shall from time to time be
amended, including but not limited to the intentional, negligent, or accidental abuse or misuse of the
Grinder Pump System, or

2. Tampering by the Owner, or

3. The failure of the Owner to allow the District access to the Easement Area and/or the Grinder Pump
System.

4. Any other actions by the Owner that shall, in the sole discretion of the District, constitute good
cause.

B. If the District shall so terminate its maintenance, repair, and service of the Grinder Pump System
installed on an Owner’s Parcel:

1. The District shall transfer ownership of the said Grinder Pump System, as well as all of the
improvements, machinery, and equipment installed by the District in the Easement area, to the
Owner or his successors.

2. The District shall, within a reasonable time after receiving written request from the Owner, abandon
the District’s Permanent Utility Easement, together with any and all easement rights granted by that
said Permanent Utility Easement.

3. The District may, in its sole discretion and upon thirty (30) days’ written notice to the Owner,
require the Owner to pay the outstanding balance of the full cost of the Grinder Pump System. This
said outstanding balance shall be computed by subtracting any principal payment amounts already
paid from the full cost of installing the Grinder Pump System. This said outstanding balance shall be
assessed against the Parcel, and shall be paid by the Owner in accordance with District policies,
rules, and resolutions.
4. The Owner shall have full responsibility for the repair and maintenance of the Grinder Pump System and all the improvements, machinery and equipment installed by District in the Easement area.

5. The Owner shall maintain and operate the Grinder Pump System in accordance with all applicable laws, rules, and regulations.

6. If after termination of the District’s maintenance, repair, and service of a Grinder Pump System, the Owner shall ask the District to remove any of the improvements, machinery, or equipment installed by the District in the Easement area, the District shall have the option, but not the obligation, to do so.

7. These remedies are in addition to any other remedies permitted by law.

ARTICLE X
NON-AD VALOREM ASSESSMENTS AND CHARGES

SECTION 10.01. NON-AD VALOREM ASSESSMENTS AND CHARGES:

A. The District’s authority to levy non-ad valorem assessments and to charge monthly charges for provision of wastewater service to the Owner’s parcel shall not be altered, diminished, or otherwise affected by the provisions of this resolution.

B. The District shall levy such assessments and impose such charges on Residential Unique Parcels participating in the Residential Unique Parcel Project in the same manner as such assessments and charges are levied and imposed on similarly situated Tax Parcels.

ARTICLE XI
NOTICES

SECTION 11.01. NOTICES:

A. The Owner shall provide notice, in writing, of the provisions of this Resolution, as same may from time to time be amended, to any and all Persons who claim or may have an interest in the Property, to any and all Persons who may be tenants, occupants or users of the Property, and to all other Persons or entities connected to use of the Property, including but not limited to real estate professionals, developers, builders and contractors.

B. Any notice permitted or required by this Resolution, as same may from time to time be amended, shall be deemed received, if hand delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party’s address.
ARTICLE XII
COVENANTS AND PROVISIONS RUNNING WITH THE LAND

SECTION 12.01. EASEMENT GRANT:

A. The Participating Owner shall execute an Easement Grant, which shall be filed in the Office of the Clerk of Monroe County, granting and conveying to the District a Temporary Construction Easement and a Permanent Utility Easement, over, in, across, and under the Participating Owner’s Parcel on which the District will install and maintain a Grinder Pump System for sanitary sewer service in accordance with this resolution.

B. Said Easement Grant shall run with the land and shall bind the Owner, their successors and assigns.

SECTION 12.02. INCORPORATION OF RESOLUTION PROVISIONS:

A. The provisions of this 2012 Grinder Pump Resolution, as same may from time to time be amended, shall be incorporated by reference into the said Easement Grant.

B. The provisions of this 2012 Grinder Pump Resolution, as same may from time to time be amended, shall run with the land and shall bind the Owner, their successors and assigns as if fully set forth in the said Easement Grant.

C. All persons claiming by, through, or under the Owner shall be taken to hold, agree and covenant to conform to and observe the Easement Grant and the provisions this Resolution, as same may from time to time be amended.

SECTION 12.03. NOT PERSONALLY BINDING:

No covenant, reservation, or restriction contained in the Easement Grant, nor any provision of this resolution shall be personally binding on the Owner or their successors or assigns except in respect to breaches committed during their ownership of said land, and the District shall have the right to enforce the observance thereof in any court of competent jurisdiction.

ARTICLE XIII
RELEASE AND HOLD HARMLESS

SECTION 13.01. RELEASE AND HOLD HARMLESS:

A. It shall be the Owner’s responsibility to monitor, repair, and maintain the Gravity Service Line between the house and the Grinder Pump System (including the anti-backflow device), as well as the house plumbing; and the District shall not be responsible for any damage or loss cause by any failure of these items or caused by any failure of the Owner to monitor, repair, or maintain these items.

B. It shall be the Owner’s responsibility to promptly notify the District of any malfunction of the Grinder Pump System or any failure of the Grinder Pump System to function properly; and the District shall not be responsible for any damage or loss resulting from the Owner’s failure to so notify the District.

C. The Owner shall assume full responsibility and hold the District harmless for any loss to person or property, whether direct, indirect, or consequential, that may be sustained by the Owner or by a third
person, or to the Owner's property or to the property of a third person, as a result of any malfunction or failure of the Grinder Pump System, no matter the cause.

D. The Owner shall release, waive, and discharge the District, its commissioners, officers, servants, agents, and employees from any and all liability, claims, demands, actions and causes of action whatsoever that may be sustained by the Owner or by any third party, or to any property belonging to the Owner or any third party, now or in the future, even if caused by the negligence of the District.

E. The Owner shall release, waive, and discharge the District, its commissioners, officers, servants, agents, and employees from any and all damages and claims, alleged or real, incurred by Owner by reason of any diminution to the value of the property arising out of this Resolution or on account of the Easement Grant, or the utilities to be constructed.

ARTICLE XIV
CONFLICTS

SECTION 14.01. CONFLICTS:

In the event that any portion of this Resolution, or application thereof, conflicts with any state or federal law, such state or federal law shall prevail.

ARTICLE XV
EFFECTIVE DATE

SECTION 15.01. EFFECTIVE DATE:

This Resolution shall take effect immediately upon its adoption by the District.

The rest of this page was left blank intentionally.
The foregoing RESOLUTION was offered by Commissioner ______________________, who moved its approval. The motion was seconded by Commissioner ______________________, and being put to a vote the result was as follows:

<table>
<thead>
<tr>
<th>Chairman Robert Majeska</th>
<th>AYE</th>
<th>NAY</th>
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</thead>
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<tr>
<td>Commissioner Charles Brooks</td>
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<td>Commissioner Norman Higgins</td>
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<tr>
<td>Commissioner Andrew Tobin</td>
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The Chairman thereupon declared Resolution No. 65-10-12 duly passed and adopted the 2nd day of September, 2012

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: __________________________________________
   Chair Robert Majeska

ATTEST: Approved to as to form and legal sufficiency

Carol Walker, District Clerk
Raymond Giglio, District Counsel

SEAL
FOR good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the "Grantor" [Key Largo Wastewater Treatment District], whose mailing address is: PO Box 491, Key Largo, FL 33037, hereby grants and conveys to the Key Largo Wastewater Treatment District (the "District"), whose mailing address is: PO Box 491, Key Largo, FL 33037, the following Easements, (described below) over, in, across, and under the Residential Tax Parcel (the "Parcel"), owned by the Grantor, which Parcel is located in Monroe County, Florida and is more particularly described in the attached and incorporated Exhibit "A", for the installation and maintenance of a Grinder Pump System for sanitary sewer service. Easements granted by Grantor:

(1) A non-exclusive Temporary Construction Easement granting the District access to the Parcel described in Exhibit "A" for the initial construction and installation of the Grinder Pump System and for other construction purposes reasonably related thereto, which grant includes access to the Parcel during normal business hours to conduct all studies, tests, examinations, and surveys necessary to design, construct, and install the Grinder Pump System; and

(2) A non-exclusive Permanent Utility Easement granting the District access to the area (the "Easement Area") covered by this Permanent Utility Easement, which Easement Area is more specifically described as a parcel of land 15 feet wide over, in, across, and under the Parcel, measured 7.5 feet on each side of the Grinder Pump System as constructed, but shall in no case extend beyond the edge of the Parcel. The exact location of said Easement Area is to be determined by the mutual consent of the parties at the time the Grinder Pump System is installed and may then be described and attached to this Easement Grant, as Exhibit "B." Pursuant to this Permanent Utility Easement, the District shall have such access to the Easement Area as is reasonably necessary to repair and maintain the Grinder Pump System in accordance with the provisions of the District’s 2012 Grinder Pump Resolution, as same may from time to time be amended, and the District shall have complete access to the Easement Area at any time, 24-hours per day, in the event of an emergency.

The Effective Date of this Easement Grant shall be the date it is executed by an authorized representative of each signing party. The Temporary Construction Easement shall commence on the Effective Date of this Easement Grant and shall automatically terminate and expire on the date construction of the Grinder Pump System is completed, or one year from the Effective Date of this Agreement, whichever shall first occur. The Permanent Utility Easement shall commence on the Effective Date of this Easement Grant and shall run with the land in perpetuity and shall continue in full force and effect unless and until terminated in accordance with the provisions of the District’s 2012 Grinder Pump Resolution, as same may from time to time be amended.

Grantor hereby covenants and warrants that Grantor owns the Parcel described in Exhibit "A," and/or that the undersigned, as or on behalf of Grantor, has the right to grant this easement. Grantor shall not construct any new buildings or improvements on the Easement Area or otherwise use the Parcel in such a way as would interfere with the easement rights of the District or materially increase the costs to the District of installing or maintaining the Grinder Pump System or of restoring any part of the Easement Area after such installation, without first obtaining the written approval of the District. Grantor agrees to provide notice, in writing, of the conditions of this Easement Grant to any and all persons who claim or may have an interest in the Parcel, to any and all persons who may be tenants, occupants or users of the Parcel, and to all other persons or entities entitled to use of the Parcel, including but not limited to realtors, developers, builders and contractors.

Grantor releases, waives, discharges and agrees to hold harmless, the District and its commissioners, officers, servants, agents, and employees, from any and all liability, claims, demands, actions and causes of action whatsoever, alleged or real, that may be sustained by the Grantor or by any third party, or to any property belonging to the Grantor or any third party, now or in the future, EVEN IF CAUSED BY THE NEGLIGENCE OF THE DISTRICT, including any diminution to the value of the Parcel arising out of this Easement Grant or on account of the utilities to be constructed thereupon.

Grantor acknowledges that Grantor has read and understands, the District’s 2012 Grinder Pump Resolution, incorporated herein by reference, and agrees to be bound by the provisions of that resolution, as same may from time to time be amended.

Whenever used herein, the plural nouns or pronouns shall include the singular, and the singular shall include the plural.
IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of this ______ day of __________________, 20_____.

GRANTOR:
By: ________________________________
Print Name__________________________

Signed, Sealed and Delivered in the presence of:
WITNESS:
By: ________________________________
Print Name__________________________

COUNTY OF MONROE
STATE OF FLORIDA

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared ______, known to me to be the person(s) named in the foregoing instrument, that he/she/they acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily, and that he/she/they is/are personally known to me or produced ______ as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ______ day of ________________, 20_____.

______________________________
(Notary Seal)
Notary Public

Printed Name of Notary
My Commission Expires:

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the Key Largo Wastewater Treatment District, Grantee herein, acting by and through its General Manager, hereby accepts for utility purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ________________, 20_____.

Key Largo Wastewater Treatment District: Approved as to Form and Legal Sufficiency:

______________________________
Margaret Blank, General Manager

______________________________
Raymond Giglio, District Counsel

Exhibit “A”, description of the “Parcel” (required)

Exhibit “B”, description of the “Easement Area” (optional)
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Oct. 2, 2012

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] ACTION ITEM
[ ] Other:

SUBJECT: Odor Report

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 9/27/2012

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<th>Originating Department:</th>
<th>Costs:</th>
<th>Attachments</th>
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<tr>
<td>General Manager</td>
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Department Review:
[ ] District Counsel
[X] General Manager
[ ] Finance

[ ] Engineering
[ ] Clerk

Summary Explanation/Background: The General Manager will give a verbal report.
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: October 2, 2012

Agenda Item No. 8

[ ] PUBLIC HEARING
[ ] DISCUSSION
[X] GENERAL APPROVAL OF ITEM
[ ] Other:

SUBJECT: Piggybacking Contract for C-905 Wastewater Construction Service Project

RECOMMENDED MOTION/ACTION:

Approved by General Manager ___________________________ Date: 9/17/2012

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Summary Explanation/Background:

If effort for the District to meet the construction project deadline to complete the C-905 wastewater service area prior to the upcoming installation of bike paths that will be performed by the County and that are within part of the District’s project area, District Staff recommends piggybacking a contract for similar construction services bid by City of Marathon.

The purpose of the piggybacking is for government entities to share resources and save time when comparison shopping. Because a governmental entity can utilize the pricing and contracting of another governmental entity that has already procured the same product or service, it is spared the effort of developing its own invitation to bid and of going through a separate solicitation process. The goal is that this will reduce administrative time and the costs involved in the procurement process in which it usually does.

Therefore, our lowest responsive bidder is Fountain Engineering, Inc. and District Staff recommends the board of commissioners to approve the enclosed “Piggyback Agreement” with Fountain Engineering to perform the work for part of the C-905 wastewater service area known as “C-905 Part A.” Required documentations pertaining to this agreement are enclosed as well.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
**KEY LARGO WASTEWATER TREATMENT DISTRICT**

**PIGGYBACKING CHECKLIST**

Instructions: This form is to be completed for any purchase of goods or any contract for services where the District will utilize a contract competitively bid by another governmental agency (i.e. "Piggyback"). Where the purchase requires the approval of the Board of Commissioners, a copy of this completed form must be attached to the agenda request form.

Department/Division: **Construction/Engineering** Date: **9/25/12**

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<th>Item/Service</th>
<th>Construction Service</th>
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<tr>
<td>Vendor/Service Provider</td>
<td>Fountain Engineering</td>
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- [ ] State Contract #
- [x] Other Governmental Agency

1. Were informal quotes obtained by the District for comparison purposes? **[x]**
   - [ ] Is documentation of informal quotes attached?

If box beside "Other Governmental Agency" is checked above, complete the remainder of this form.

3. Governmental Agency: **City of Marathon**

4. Was Item/Service bid out in compliance with the District's purchasing policies? **[x]**
   - [ ] Is the proposed vendor the low bidder selected by the agency named above?

5. Is documentation of the bid process attached to this form? (solicitation, tabulation, award, contract) **[x]**
   - [ ] Does the original contract contain an assignability clause? **N/A**

6. Is the price that the District will receive by "piggybacking" this bid equal to or or lower than the price obtained by the agency named above? **[x]**
   - [ ] Has the Vendor/Service Provider executed an agreement with the District, confirming that the District may "piggyback" on the contract with the agency named above? **[x]**

7. Is a copy of the agreement attached to this form? **[x]**

---

**Notes:**

- Item 6: The mark for "solicitation, tabulation, award, contract" is not visible, but it is assumed to be "No" since the option is not selected. The option for contract execution is also marked "[x]."
**KLWTD Project C-905 Part A**

*Project Consist of Main Road Including Loquat Drive and all Crossings*

*Bid Tabulation for Piggyback Agreement with Fountain Engineering, Inc.*

Prepared By: Rebecca Orozco  
September 26, 2012

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<td>$900.00</td>
<td>$1,358.56</td>
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**Total:**  
LaRocco Enterprise: $429,240.00  
Redland Company: $461,040.00  
Fountain Engineering: $399,574.88

*Any restoration, fittings and erosion control are incidental to the project.*

**Lowest Responsive Bid Price:** $399,574.88

- **Estimated Price per No. of EDUs:** $5,549.65
- **Estimated Engineering Price:** $628,766.25
- **Estimated Engineering Price per No. of EDUs:** $8,732.86
- **Percentage Below Engineering Estimate:** 36%
# PROJECT PROPOSAL

Project Name: C-905 Forcemain  
Owner: KLWTD  
Bid Date: Friday, September 14, 2012  
Engineer: Weiler Engineering

## SCHEDULE OF VALUES

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<thead>
<tr>
<th>BID ITEMS</th>
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<th>QTY</th>
<th>UNIT PRICE</th>
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<tr>
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<td>$-</td>
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## C906 PROJECT PROPOSAL
**PROPOSAL DATE: 09/13/12**

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**Main Road**
**Sheet C-1 to C-23 (Including Loquat Drive)**

**C905 Part A**

| CONTRACT TOTAL | 429,240.00 |
## Key Largo Wastewater Treatment District  
### Schedule of Value for C905 Project  

#### C905 Part A  

<table>
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<tr>
<th>Item #</th>
<th>Item Description</th>
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</table>

### Grand Total: $435,092.00

* Any restoration, fittings and erosion control are incidental to the project.  
* Overlay of Roads is NOT included
AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES
BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, Fountain Engineering, Inc. a Florida corporation (the “Contractor”), entered into an agreement (the “Contract”) dated September 13, 2011, with the City of Marathon, a political subdivision of the State of Florida, for construction services, procured pursuant to Section 287.057 of the Florida Statutes; and

WHEREAS, the Key Largo Wastewater Treatment District (the “District”), an Independent Special District, has the legal authority to “piggyback” onto a contract procured pursuant to Section 287.057 of the Florida Statutes by another governmental entity when seeking to utilize the same or similar services provided for in the said Contract; and

WHEREAS, the District desires to “piggyback” onto the above-referenced Contract between the Contractor and the City of Marathon for utilization of the same or similar services for C-905 (Part A) Wastewater Collection System (the “Work”) in the and the Contractor consents to the aforesaid “piggybacking”;

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above-referenced Contract with the City of Marathon and agrees to perform the services set forth therein for the Key Largo Wastewater Treatment District in accordance with the terms and conditions of said Contract until the Work is completed.
2. The Key Largo Wastewater Treatment District agrees to utilize the services of the Contractor in an manner and upon the terms and conditions as set forth in the Contract with the City of Marathon until the Work is completed.

3. The District will pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order and subject to the Payment Procedures, and subject to the actual constructed quantities; the Total Contract Price of three hundred ninety-nine thousand five hundred seventy-four Dollars and eighty-eight cents ($399,574.88). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices submitted to the District, which is attached hereto and made part hereof.

4. The Contractor shall begin work within thirty (30) days after the issuance of a written Notice to Proceed and shall achieve substantial completion of the work within ninety (90) calendar days from the date of the Notice to Proceed ("Substantially Completion"), and shall have completed the work and be ready for final payment in accordance with the said Contract within one hundred twenty (120) calendar days after the date specified in the Notice to Proceed ("Final Completion").
CONTRACTOR:
Company Name: Fountain Engineering, Inc

By: 9/27/12, (Title)
(Print Name) Ernie Brown

WITNESS:

WITNESS:

KEY LARGO WASTEWATER TREATMENT DISTRICT:

By: Margaret H. Blank, P.E., General Manager

Attest: Approved as to form and legal sufficiency:

By: By: Carol Walker, District Clerk Ray Giglio, General Counsel

SEAL
CITY OF MARATHON, FLORIDA
RESOLUTION 2011-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AWARD OF BID AND CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA AND FOUNTAIN ENGINEERING INC., IN AN AMOUNT NOT TO EXCEED $625,044.79, FOR THE SERVICE AREA 1 SEWER FORcemAIN PROJECT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") published an Invitation To Bid for the Marathon Service Area 1 sewer force main project (the "Project"); and

WHEREAS, four sealed bids were received, and City staff subsequently reviewed the bids for completeness and to determine whether the bidders were responsive and responsible;

WHEREAS, it was determined that the bid received from Fountain Engineering Inc., in the amount of $625,044.79 was the lowest responsive and responsible bid for the Project; and

WHEREAS, the City Council finds that approving of the award of the Project bid and agreement to Fountain Engineering, Inc. is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Project contract between the City and Fountain Engineering, Inc. in an amount not to exceed $625,044.79, a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to execute the contract and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF SEPTEMBER, 2011.

THE CITY OF MARATHON, FLORIDA

Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Snead
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

City Attorney
CONSTRUCTION CONTRACT

THIS CONTRACT (the "Contract") is dated as of the 13th day of September, 2011 by and between THE CITY OF MARATHON (hereinafter called the "CITY") and Fountain Engineering, Inc. (hereinafter called CONTRACTOR) located at: 21050 S.W. 172 Avenue, Miami, FL 33187.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.1 Project/Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: the CITY OF MARATHON SERVICE AREA 1 SEWER FORCEMAIN PROJECT. The project consists of constructing and installing wastewater infrastructure including sewer forcemains and improvements, and other associated infrastructure, all in accordance with the construction drawings.

Article 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1. It is understood that the City will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Susie Thomas at City Hall, 9805 Overseas Highway, Marathon Florida 33050.

2.2. The City's ARCHITECT referred to in any of the Contract Documents designated herein is N/A.

2.3. The City's ENGINEER referred to in any of the Contract Documents designated herein is Edward R. Castle of The Weiler Engineering Corporation, 5800 Overseas Highway, Suite 36, Marathon, Florida 33050.

Article 3. TERM

3.1 Contract Times. The work shall be substantially completed within one hundred twenty (120) calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and completed and ready for final payment in accordance with the Contract Documents within one hundred fifty (150) calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2. Term. The term of the Contract shall be from the date of execution through the date of final payment unless terminated earlier pursuant to Document 00700, Article 14, Payments to Contractor and Completion of the General Conditions.

3.3 Survival of Obligations. Any obligations by the Contractor, including but not limited to Document 00700, Article 12, Contractor's General Warranty and Guarantee, that would or could occur
after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4. Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY One Thousand Five Hundred Dollars ($1,500.00) for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY Two Thousand Dollars ($2,000.00) for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

3.5. Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any other liquidated damages, all actual additional costs incurred by the CITY for professional services will be the responsibility of the CONTRACTOR.

3.6. Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged, the CONTRACTOR shall be liable for said amount.

Article 4. CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Sections 4.1.1 and 4.1.2 below:

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Section 4.1.1.

4.1.2 Unit Price Work (Bid Form)
City of Marathon  
MARATHON SERVICE AREA 1 SEWER FORCENMAIN PROJECT

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<th>Item</th>
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$819,759.00  $625,044.79

TOTAL OF ALL UNIT PRICES
Six hundred twenty-five thousand forty-four dollars and seventy-nine cents

$625,044.79 (dollars)

Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2. The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

Article 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.
5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.3. The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by City for each Progress Payment until Final Payment, as defined in the General Conditions, Article 14, Payments to Contractor and Completion.

5.3.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

5.4. The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of City's rights hereunder or at law or in equity.

5.5. The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the City complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

5.6. Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, CITY shall pay the remainder of the Contract Price and any retainage as recommended by the CITY'S REPRESENTATIVE.

Article 6. INSURANCE/INDEMNIFICATION.

6.1. Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

6.2. Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

Article 7. CONTRACTOR'S REPRESENTATIONS.
In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8. The CONTRACTOR warrants the following:
7.8.1. Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.2. Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY, FDEP, SFWMD or FDOT has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.3. Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.4. Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00100, Section 7.5, of the Instructions to Bidders.

### Article 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the CONTRACT as though physically attached as a part thereof:

8.1.1 Change Orders.
8.1.2 Field Orders.
8.1.3 Contract for Construction.
8.1.4 Exhibits to this Contract.
8.1.5 Supplementary Conditions.
8.1.6 General Conditions.
8.1.7 The Department of Environmental Protection permit and the South Florida Water Management District permit for the Project
8.1.8 Specifications bearing the title: Marathon Service Area 1 Sewer Forcemain Project
8.1.9 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles:

Marathon Area 1 Sewer Forcemain Project.

8.1.10 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
8.1.11 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
8.1.12 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above)
8.1.13 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions
8.1.14 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other Projects without the City’s prior written authorization.
8.1.15 The General Conditions discuss the bond and surety requirements of the CITY. This Contract does [XX] does not [ ] require bonds. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

Article 9. MISCELLANEOUS.
9.1. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders also apply to this Contract.

9.2. Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Severability: Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5. Remedies: If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.

9.6. Access to Public Records: The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

9.7. Inspection and Audit: During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8. Counterparts: This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument
9.9. Notices: Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:
9.10. Waiver Of Jury Trial And Venue: The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in the Middle Keys Division, Monroe County, Florida.

9.11. Attorneys' Fees: If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.
9.12. Amendments: This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the 13 day of September 2011, and by Fountain Engineering, Inc. (contractor), signing by and through its President, duly authorized to execute same.

CITY

ATTEST

Diane Clary
City Clerk

CITY OF MARATHON, FLORIDA

Roger T. Hernstadt, City Manager

23 day of September 2011.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF MARATHON ONLY

By: __________________________
City Attorney

CONTRACTOR

FOUNTAIN ENGINEERING, INC.

WITNESS
By: [Signature and Title]

(Corporate Seal)

[Type Name/Title signed above]

15 day of September, 2011.

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Amy Foundation, Inc., certify that I am President of the Foundation Engineering, Inc., and that Brian Brown, who signed the Bid with the City of Marathon, Monroe County, Florida for City of Marathon Al is Authorized of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 13 day of September, 2011.

(SEAL) ______________________
Signature

President
Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 13 day of September, 2011.

My Commission Expires: 5/12/2013

CALICIA LANDRY
Notary Public - State of Florida
My Comm. Expires May 12, 2013
Commission #: DD 888397
CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Amy Fountain, certify that I am the President of Fountain Engineering Inc., who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled City of Marathon Service Area I Sewer Force Main, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

Amy Fountain, President

(Signature) (Typed Name w/Title)

Ernie Brown, CEO

(Signature) (Typed Name w/Title)

Calvia LaGrange, Manager

(Signature) (Typed Name w/Title)

Signed and sealed this 15th day of September, 2011.

(SEAL)

Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 15th day of September, 2011.

My Commission Expires: 5/12/2013

Notary Public
EXHIBIT "A"

CHANGE ORDER

CHANGE ORDER NO.
TO: City of Marathon

PROJECT: City of Marathon Service Area 1 Sewer forcemain Project

CONTRACTOR: DATE: ________________

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on Exhibit “A” attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of $_______ under the Agreement will be [unchanged] [changed] by this Change Order, and (b) the schedule for performance of Work will be [unchanged] [changed] by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

THE CITY OF MARATHON

a Florida municipal corporation

By: __________________________
Name: _________________________
Title: __________________________

CONTRACTOR

By: __________________________
Name: _________________________
Title: __________________________

END OF SECTION
September 2, 2011

Mr. Roger Hernstadt, City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

Re: Recommendation of Award
MARATHON SERVICE AREA 1 SEWER FORCemain PROJECT
WEC Project #10100.004

Dear Mr. Hernstadt:

Bids for the above referenced projects were received until 2:00 P.M. on August 25, 2011, opened publicly, and read aloud at the Marathon City Hall in Marathon, Florida.

Weller Engineering has reviewed the bids to formulate an opinion of the contractors' responsiveness with respect to the scopes of work advertised. This was accomplished by comparing the bids with the engineer's revised construction cost estimate as outlined below and by examining the submitted documents to ensure that all requirements were met.

<table>
<thead>
<tr>
<th>MARATHON SERVICE AREA 1 SEWER FORCemain PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer's Estimate</td>
</tr>
<tr>
<td>Fountain Engineering Inc.</td>
</tr>
<tr>
<td>Kendall Sprinkler Service, Inc dba Southcoast Group</td>
</tr>
<tr>
<td>Caribe Utilities of Florida, Inc.</td>
</tr>
<tr>
<td>S.L. Williams Consulting Corp.</td>
</tr>
</tbody>
</table>

Upon conducting reviews and evaluations of the bids, we found that the bids were responsive and consistent in all material aspects with the terms of the invitations. There were minor irregularities in the Kendall Sprinkler, Caribe Utilities of Florida and S.L. Williams Consulting Corp. responses in that the insurance documents were missing information about the required $3,000,000.00 liability insurance, but the firms were still considered
responsive. Of these responsive and responsible bidders, Fountain Engineering Inc was found to have submitted the lowest bid for the Combined Bid.

Based upon our references checks and review of the Contractors' Qualification Statements, it is our opinion that Fountain Engineering Inc is responsive, responsible and has the necessary construction capabilities to satisfactorily construct projects of this magnitude within the contract time frames. Weiler Engineering recommends award of the MARATHON SERVICE AREA 1 SEWER FORCEMAIN PROJECT construction contract to Fountain Engineering Inc in the amount of $625,044.79.

Weiler Engineering would recommend that the City of Marathon consult with their financial advisor and legal counsel for their respective input and recommendations regarding these bids, as well as any other criteria that they may feel are appropriate in making a final determination of awards.

Please contact us if you need further information or have questions regarding our evaluation.

Sincerely,

Edward R. Castle, P.E.
Vice President, Director of Wastewater
## City of Marathon

**MARATHON SERVICE AREA 1 SEWER FORCEMAIN PROJECT**

**BID TABULATION (BID OPENING AUGUST 25, 2011)**

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2-inch DR 11 HDPE sewer connection, complete, in place</td>
<td>LF</td>
<td>5</td>
<td>$60.80</td>
<td>$300.00</td>
<td>$153.20</td>
<td>$766.00</td>
<td>$147.00</td>
<td>$735.00</td>
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<tr>
<td>2</td>
<td>3-inch DR 11 HDPE (HDD) main, complete, in place</td>
<td>LF</td>
<td>4200</td>
<td>$85.10</td>
<td>$279,300.00</td>
<td>$38.76</td>
<td>$162,792.00</td>
<td>$72.40</td>
<td>$306,000.00</td>
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<tr>
<td>3</td>
<td>4-inch DR 11 HDPE (carrier pull) main, complete, in place</td>
<td>LF</td>
<td>740</td>
<td>$65.00</td>
<td>$48,200.00</td>
<td>$40.21</td>
<td>$300,368.70</td>
<td>$30.48</td>
<td>$227,088.00</td>
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<tr>
<td>4</td>
<td>4-inch HDPE (open cut) main, complete, in place</td>
<td>LF</td>
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<td>$70.00</td>
<td>$51,400.00</td>
<td>$72.81</td>
<td>$53,879.40</td>
<td>$126.10</td>
<td>$139,954.00</td>
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<tr>
<td>5</td>
<td>2&quot; HDPE Diverter valve &amp; box, complete, in place</td>
<td>EA</td>
<td>1</td>
<td>$1,239.00</td>
<td>$1,239.00</td>
<td>$1,086.67</td>
<td>$1,886.37</td>
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<td>6</td>
<td>4&quot; HDPE Diverter valve, complete, in place</td>
<td>EA</td>
<td>5</td>
<td>$1,550.00</td>
<td>$7,750.00</td>
<td>$999.38</td>
<td>$9,996.90</td>
<td>$385.10</td>
<td>$900.00</td>
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<tr>
<td>7</td>
<td>8&quot; Concrete Encasement</td>
<td>LF</td>
<td>600</td>
<td>$60.00</td>
<td>$36,000.00</td>
<td>$29.63</td>
<td>$17,778.00</td>
<td>$14.40</td>
<td>$8,640.00</td>
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<td>8</td>
<td>Sidewalk Restoration</td>
<td>SY</td>
<td>40</td>
<td>$55.00</td>
<td>$2,200.00</td>
<td>$38.94</td>
<td>$2,233.60</td>
<td>$29.00</td>
<td>$3,000.00</td>
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<td>9</td>
<td>Asphalt Overlay</td>
<td>SY</td>
<td>1600</td>
<td>$27.00</td>
<td>$44,820.00</td>
<td>$21.73</td>
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<td>$22,742.00</td>
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<td>10</td>
<td>Replacement Meyers grinder pumps in Area 1 Liftation, complete, in-place</td>
<td>LS</td>
<td>1</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
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<tr>
<td>11</td>
<td>Disposal for Contaminated Soil</td>
<td>Ton</td>
<td>50</td>
<td>$350.00</td>
<td>$16,500.00</td>
<td>$72.00</td>
<td>$6,120.00</td>
<td>$14.40</td>
<td>$8,640.00</td>
</tr>
<tr>
<td>12</td>
<td>Oversight &amp; Report by Specified Licensed Contractor</td>
<td>EA</td>
<td>5</td>
<td>$5,000.00</td>
<td>$25,000.00</td>
<td>$3,610.00</td>
<td>$18,050.00</td>
<td>$6,122.40</td>
<td>$30,644.00</td>
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</tbody>
</table>

**Total** | **819,759.00** | **$629,044.79** | **$758,440.30** | **$645,600.00** | **$767,175.00**
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Form</th>
<th>Qualification Statement</th>
<th>Bid Bond</th>
<th>OSHA Conformance</th>
<th>Trench Safety</th>
<th>Insurability</th>
<th>License</th>
<th>Addenda</th>
<th>Cert Non-Seg Facilities</th>
<th>41 CFR 60-1.7 Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer's Estimate</td>
<td>$ 819,919.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fountain Engineering Inc.</td>
<td>1 $ 625,044.79</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Kendall Sprinkler Service, Inc doa Southcoast Group</td>
<td>2 $ 645,600.00</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>NOT FULLY</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Caribe Utilities of Florida, Inc.</td>
<td>3 $ 758,440.90</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>NOT FULLY</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>S.L. Williams Consulting Corp.</td>
<td>4 $ 767,175.00</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>NOT FULLY</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: October 2, 2012

[ ] PUBLIC HEARING
[ ] DISCUSSION
[X] GENERAL APPROVAL OF ITEM
[ ] Other:

SUBJECT: Shallow Well Project

RECOMMENDED MOTION/ACTION: Approve negotiations with qualified contractor.

Approved by General Manager Date: 9/27/2012

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Costs: approx. $150,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Funding Source:</td>
</tr>
<tr>
<td></td>
<td>Attachments: Bid Tab</td>
</tr>
</tbody>
</table>

| Department Review:      | [ ] Engineering         |
|                        | [ ] Clerk               |
|                        | [ ] Operations Manager  |
| [ ] District Counsel   |                         |
| [ ] General Manager    |                         |
| [ ] Finance            |                         |

Advertised:
Date: ____________
Paper: ____________
[X] Not Required

Summary Explanation/Background:
Staff is seeking approval to identify and negotiate with one or more qualified contractors for the shallow well project.

A contract will be brought to the board for approval.

Resulting Board Action:

☑ Approved
☐ Tabled
☐ Disapproved
☐ Recommendation Revised
Memo

To:       KLWTD Board
From:     Margaret Blank, PE
CC:       Ed Castle, PE
          Jim Brush, PE
          Ray Giglio
Date:     September 27, 2012
Re:       Shallow Well Bid

Introduction:

The District is required by the FDEP to have both a primary and a back-up method of effluent disposal. The deep injection well is our primary disposal system. Ordinarily, the FDEP would require a second deep injection well as a back-up.

However, the FDEP granted the District an exception to that rule and allowed us to utilize shallow wells for back-up. FDEP made that rule change because we were able to demonstrate that,

1. We treat our effluent to a very high standard.
2. As there are no drinking water sources in the area, there is no risk of drinking water contamination.
3. A second deep injection well is prohibitively expensive compared to shallow wells ($6M vs. $150k).
4. The amount we are allowed to discharge down the shallow wells is limited.

Even though the FDEP granted us this exception, they are still very concerned that those back-up shallow wells be properly constructed. Indeed, they have been very cautious throughout the design and permitting process, and they have raised numerous concerns along the way.

For that reason, it is imperative that the District make certain that we select a contractor to upgrade the shallow wells who is well-qualified for this project.
The Bid:

The bid opening took place on August 24, 2012, and there were only two bidders. A review of their submissions revealed that neither bidder met the minimum qualifications required in the Invitation to Bid and that both bidders were non-responsive with respect to several important aspects of the ITB.

For these reasons, coupled with the fact that this project is of special concern to the FDEP, staff felt that it was in the best interest of the District to reject both bids.

Procurement Policy:

As the Shallow Wells Upgrade Project is a contract for public construction work that will not cost more than $300,000, the District is not required by applicable law (section 255.20, F. S.) to "competitively award" this job. The District is permitted, under applicable law and rules, to negotiate with a qualified contractor for the best terms and conditions it can get.

Nonetheless, the District prefers to competitively bid work possible whenever possible—and tried to do so in this case. Unfortunately, the bid process failed to produce a contractor who met the minimum qualifications required by the ITB, and both of the bids submitted were non-responsive.

However, the competitive solicitation processes did confirm that the District's original Engineering Estimate of the cost of the project was accurate. That is because the Engineering Estimate fell between the two bids received.

Consequently, if the District can negotiate an agreement with a qualified contractor based upon a price close to the original Engineer's Estimate of the cost of the project, there can be very little doubt that that price the District will be paying is fair and reasonable.

For all of these reasons, staff believes that it would be in the best interest of the District to identify, seek proposals from, and negotiate with one or more qualified contractors with extensive experience in the Keys and with whom the FDEP is familiar.

Conclusion:

Staff recommends that the Board direct staff to:

1. Negotiate this project in accordance with District procurement policy

2. Bring the results of those negotiations before the Board for action.
### Key Largo Wastewater Treatment District
#### Shallow Wells Upgrade Project

**Bid Summary & Documents Checklist**

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Rank</th>
<th>Bid</th>
<th>Bid Form</th>
<th>Qualification Statement</th>
<th>Well Drilling Procedure</th>
<th>Bid Bond</th>
<th>Trench Safety</th>
<th>Insurance</th>
<th>GC License</th>
<th>Addenda</th>
<th>Cert Non-Seg Facilities</th>
<th>41 CFR 60-1.7 Compliance</th>
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</thead>
<tbody>
<tr>
<td>Engineer's</td>
<td></td>
<td>$ 150,000.00</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Aqua Repairs</td>
<td>1</td>
<td>$ 138,000.00</td>
<td>Y</td>
<td>Y¹</td>
<td>Y²</td>
<td>N</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>D N Higgins</td>
<td>2</td>
<td>$ 164,800.00</td>
<td>Y</td>
<td>Y²</td>
<td>N</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>Y¹</td>
<td>Y</td>
<td>N</td>
<td>N</td>
</tr>
</tbody>
</table>

**NOTES:**
1. Not sealed with the required corporate seal
2. Neither submission meets the minimum qualifications as stated in the bid
3. Procedure provided but not comprehensive
4. License expired August 31, 2012
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Oct. 2, 2012
Agenda Item No. 10

[ ] PUBLIC HEARING
[ ] DISCUSSION
[X] ACTION ITEM
[ ] Other:

SUBJECT: Cynergy Consulting, LLC Contract

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager
Date: 9/17/2012

<table>
<thead>
<tr>
<th>Originating Department: General Manager</th>
<th>Costs: $36,000 annually</th>
<th>Attachments: Contract</th>
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<tr>
<td>Department Review:</td>
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<tr>
<td>[ ] District Counsel</td>
<td>[ ] Engineering</td>
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<tr>
<td>[X] General Manager</td>
<td>[ ] Clerk</td>
<td></td>
</tr>
<tr>
<td>[ ] Finance</td>
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</tbody>
</table>

Summary Explanation/Background: This contract continues the agreement the District has with Cynergy Consulting LLC. The only difference in this contract is that it is continuous until terminated.
CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into as of October 2, 2012 between the Key Largo Wastewater Treatment District ("District") and Cynergy Consulting, LLC ("Consultant").

CONSULTANT AND DISTRICT agree as follows:

1. SERVICES. Consultant agrees to advocate the District’s interest before the Florida Legislature and the Executive Branch in connection with issues, permitting, issues, and other matters involving the State of Florida, and particularly the Department of Environmental Protection. Services will include consultations with District officials, Tallahassee updates and reports, and routine contact with legislators and their staffs and with Florida state agency personnel, at the direction of the District. Consultant will perform specific services as requested and approved by the District.

2. COMPENSATION. The District agrees to pay Consultant for services at rate of $3,000/month plus reasonable expenses not to exceed 5% of the contract. The total contract amount shall not exceed $36,000.00 plus a maximum of 5% for reasonable expenses for the fiscal year (October 1 to September 30), without prior approval of the District.

3. INVOICES. Consultant will invoice the District on a monthly basis for services performed in the preceding month. All invoices will be supported by narrative time sheets listing, with respect to each block of time: the name of the person providing the services; a brief description of the services provided; if the services consist of a meeting or phone call, the names of the other participants; the times spent, rounded up to the nearest 0.25 hour.

4. PAYMENT OF INVOICES. Under Sections 218.73 and 218.74, Florida Statutes, payment is due not more than 45 days after receipt of a proper invoice. Under Section 218.74, Florida Statutes, payments not made within the time specified bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest in compounded monthly. For the purposes of this section, the “1 month” means a period beginning on any day of one month and ending on the same day of the following month.

5. DISTRICT’S REPRESENTATIVE. The District General Manager shall be the representative who will serve as the primary contact for Consultant. Consultant shall report to this designated representatives and it is through this representative that day-to-day contact with the District shall occur. The normal method of communication with the District will be by email, and the District may specify a
list of email recipients to receive communications from Consultant. The District may change its representative by written advice to Consultant.

6. TERM AND TERMINATION. The term of this Agreement shall begin on October 2, 2012 and shall continue in effect until either party informs the other party by written notice that they would like to renegotiate the terms. Either party upon thirty (30) days written notice may terminate this Agreement.

7. COMPLIANCE WITH THE LAW. Consultant agrees to render services in a manner that complies with all applicable laws, rules and regulations, including ethics laws, rules and regulations. Consultant agrees to properly register, as a lobbyist representing the County, and to make all necessary lobbying reports to the proper authorities.

8. POLITICAL CONTRIBUTIONS. All of the compensations to be paid to the Consultant is for services to be rendered and is not paid pursuant to any agreement or understanding between the Consultant and the District that the Consultant will make any contribution to a political party or candidate.

9. MISCELLANEOUS REPRESENTATIONS OF PARTIES. Consultant’s services may include advocating the District’s position before governmental agencies in the hopes of obtaining action by the agency favorable to the District. The District understands and acknowledges that, while principals of the firm have developed positive professional relationships with governmental officials that may include the governmental officials involved in this representation, there can be no guarantee that the decisions of the governmental agency will be favorable to the District. The District further acknowledges that there have been no representations that the consultant or its employees can exert any undue or improper influence over any governmental agency or official. In the event the District chooses to make any political contributions, the District acknowledges that those contributions are not connected to the Consultant’s representation and that neither the Consultant nor its principals have made any representation such contributions will affect the outcome of any governmental decision or proceeding in which the firm represents the District.

10. CONFIDENTIAL INFORMATION. From time to time, the District may give Consultant information, either orally or in writing, and indicate that the information is confidential. Consultant shall protect such information, shall not disclose such information to anyone, and shall not use the information for any purpose except for rendering service to the District.

11. INDEPENDENT CONTRACTOR. Consultant agrees that they are an independent contractor. Consultant shall be solely responsible for the performance of their duties under this Agreement and for all withholding taxes, including all federal, state and local taxes, and all workers’ compensation insurance.
12. ASSIGNMENT. Consultant shall not assign their rights or obligations under this Agreement without the prior written consent of the County.

13. ENTIRE AGREEMENT. The foregoing contains the entire Agreement of the parties hereto and supersedes any and all prior written or oral Agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing signed by the parties.

EXECUTED this _____ day of __________________, 2012.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: ________________________________

CYENERGY CONSULTING, LLC

By: ________________________________

Date: ________________________________
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Oct. 2, 2012

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] ACTION ITEM
[ ] Other:

SUBJECT: Customer Service Presentation

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 9/6/2012

Originating Department: General Manager
Costs:

Department Review:
[ ] District Counsel
[X] General Manager
[ ] Finance

[ ] Engineering
[ ] Clerk

Attachments:

Summary Explanation/Background: A review of the customer service process.