AGENDA

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

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

DISTRICT STAFF:
Paul Christian    General Manager
Ray Giglio        General Counsel
Mariela Montedeoca District Clerk

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

PUBLIC COMMENT

BULK ITEMS Action
1. Minutes of December 9, 2014
2. Resolution No.35-12-14 MCLA Conservation Waiver of Assessment:
   AK# 1092908 & 8667442
3. 2015 Meeting Dates

GENERAL MANAGER’S REPORT Action
4. Administrative Office Building

OPERATION’S REPORT Action
5. Vacuum Station Ventilation Project Recommendation of Award

COMMISSIONER’S ITEMS / ROUNDTABLE

ADJOURNMENT

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

Meeting Date: December 16, 2014

Agenda Item Type: Bulk

Department: Legal

Agenda Item Scope: Review / Discussion

Sponsor:

Subject: Minutes of December 9, 2014.

Summary of Discussion:

Reviewed / Approved
Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

Financial Impact
Operations: $
Finance: Funding Source:
District Counsel: N/A
District Clerk: Budgeted:

Attachments
Minutes of December 9, 2014.

Approved By: ________________________________ Date: 12/12/2014
General Manager
MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 5:00 PM. Present were Chairman David Asdourian, Commissioners Norman Higgins, Robert Majeska and Stephen Gibbs. Commissioner Andrew Tobin arrived at 5:02 PM. Also present were General Manager Paul Christian, Chief Information Officer Rob Bulkiewicz, General Counsel Ray Giglio, Finance Manager Connie Fazio, Operations Manager Dan Saus, Ed Castle with Weiler Engineering, District Clerk Mariela Montedeoca and other appropriate District Staff.

Commissioner Stephen Gibbs led the Pledge of Allegiance.

APPROVAL OF AGENDA

Commissioner Majeska suggested that public comment on item #3 follow staff’s presentation of that item and that item #3 be moved above bulk items to accommodate the Monroe Park residents who were present at that meeting. He also added an item to discuss a complaint he received from a resident regarding wastewater charges. Commissioner Tobin added an item to discuss the “Florida Keys Environmental Stewardship Act” workshop. Commissioner Gibbs added an item to discuss staff bonuses.

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

PUBLIC COMMENT

Name & Address Subject
Philip Burland Monroe Park Sewer Service
Howard Gelbman Monroe Park Sewer Service
Henry Wajalechouski Monroe Park Sewer Service

GENERAL MANAGER’S REPORT

Monroe Park Sewer Service

General Manager Paul Christian gave a report on the site visit that staff had made to the Monroe Park Community. He then presented a brief proposed plan of action and answered questions from the Board. Commissioner Tobin directed staff to meet with homeowners to discuss their individual concerns. Mr. Christian suggested that staff hold a Town Hall style meeting with the residents of Monroe Park sometime late in January and bring the results of that meeting to the Board in February.
Motion: Commissioner Tobin made a motion to direct staff to meet with the residents of Monroe Park and report findings within 60 days. Commissioner Higgins seconded the motion.

Vote on Motion

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Motion passed 5 to 0

BULK ITEMS

Minutes of December 2, 2014.

Motion: Commissioner Tobin made a motion to approve the minutes and Commissioner Majeska seconded the motion. The motion passed without objection.

Amendment to 457(b) Plan allowing employees to borrow from invested plan proceeds.

Motion: Commissioner Tobin made a motion to approve the Amendment to the 457(b) Plan and Commissioner Higgins seconded the motion.

Vote on Motion

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Motion passed 5 to 0

Islamorada Salinity

The General Manager gave a brief verbal update regarding Islamorada Salinity and he answered questions from the Board.

Administration Office Building

The General Manager gave a verbal update on the District’s options for the purchase of an administrative office building. He advised the Board that an offer had been made on the building located at 103355 Overseas Highway subject to Board approval, and that the offer had been accepted. Commissioner Tobin requested a site visit to the proposed location. The Board requested that the item be brought back for discussion and possible action on December 16, 2014.
LEGAL COUNSEL REPORT

Renewal of General Counsel Employment Contract

Motion: Commissioner Tobin made a motion to approve the renewal of the General Counsel's Employment Contract and Commissioner Higgins seconded the motion.

Vote on Motion

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Motion passed 5 to 0

COMMISSIONER'S ITEMS/ROUNDTABLE

Water Bill Complaint

Commissioner Majeska reported that he had received a call from a concerned citizen who had received a notice from the District that wastewater charges would be appearing on his water bill, even though his grinder pump was not yet connected to the sewer system. Mr. Paul Christian reported that a small number of thirty-day letters had erroneously been sent to residents in the C-905 area but that problem has been corrected.

Water Quality Legislation Meeting

Commissioner Tobin gave a briefing on the Keys-wide, multi-jurisdictional workshop that had been held earlier in the day at the Murray Nelson Government Center regarding the newly-proposed "Florida Keys Environmental Stewardship Act". Mr. Tobin asked that General Counsel, Ray Giglio review the bill and prepare a resolution supporting it. Mr. Paul Christian also commented on meetings he had with Representative Holly Raschein and County Administrator Roman Gastesi about the bill.

Christmas Bonus

Commissioner Gibbs requested that the Board consider giving staff a five hundred dollar bonus again this year. Mr. Paul Christian recommended including Senior Staff as they are a working Senior Staff and deserve it. He also recommended excluding himself from the bonus.

Motion: All five commissioners unanimously approved giving Staff and Senior Staff year-end Bonuses.
ADJOURNMENT

The KLWTD Board adjourned the Board Meeting at 6:48 PM.

The KLWTD meeting minutes of December 16, 2014 were approved on January 6, 2015.

__________________________
David Asdourian, Chairman

__________________________
Mariela Montedeoca, Clerk
Monroe County Land Authority requested the waiver of wastewater service and assessment for two parcels (AK# 1092908 and 8667442) to be used as conservation. Staff recommends approval of exemption.
RESOLUTION NO. 35-12-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REQUEST OF MONROE COUNTY
LAND AUTHORITY FOR REMOVAL OF TWO TAX
PARCELS AS CONSERVATION LAND FROM THE 2006
NON-AD VALOREM ASSESSMENT; AND PROVIDING
FOR APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, The Tax Parcels described in Section 1 are being conveyed to the Monroe County Land Authority, a local agency, for the purpose of protecting the natural environment, preserving wildlife habitat under the provisions of Chapter 380, F.S. and/or Monroe County Code section 2-397; and

WHEREAS, the owner(s) of the parcels described in Section 1 has made an application for a waiver and has certified that if they later desire wastewater service to the tax parcels, they agree to pay the full direct and indirect District costs of providing the same; and

WHEREAS, pursuant to the Key Largo Wastewater Treatment District General Rules and Regulations Section 10.06(a)(iii), the Owner(s) may request the District exclude the Tax Parcels and waive all future Assessments of the System Development Charges, for those Tax Parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT THAT:

The lots designated in Section 1 below be and are excluded from the Key Largo Wastewater Treatment District 2009 Non Ad-Valorem Assessment.

Section 1.
PARCEL ID: 00084260-000000
AK NO. 1092908
PARCEL DESCRIPTION: 1-61-39 ISLAND OF KEY LARGO PART LOT 21 PB1-68 OR35-18 OR116-98 OR530-473 OR536-482 OR536-482 OR846-2288/2289Q/C OR902-171Q/C OR902-173Q/C OR929-311 OR929-312AFF OR943-1875 OR949-1875 OR959-1147E OR970-863/865Q/C OR1049-1317 OR1179-1268/74C/T OR1221-1014/16Q/C OR2181-2325/27Q/C OR2181-2328/30Q/C

PARCEL ID: 00084260-000200
AK NO. 8667442
PARCEL DESCRIPTION: 01-61-39 ISLAND OF KEY LARGO LOT 22 NW OF R R PB1-68 (.50AC) OR35-18 OR536-482 OR929-319 OR929-320AFF OR929-321Q/C OR929-322Q/C OR943-1876 OR949-1876 OR959-1147E OR970-863/865Q/C OR1049-1317 OR1179-1268/74C/T OR1221-1014/16Q/C OR2181-2325/27Q/C OR2181-2328/30Q/C
Section 2. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 16TH DAY OF DECEMBER 2014

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:

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The Chairman thereupon declared Resolution No. 35-12-14 duly passed and adopted the 16th day of December, 2014.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: ____________________________
Chairman Asdourian

ATTEST: ____________________________
Approved to as to form and legal sufficiency

Mariela Montedeoca, Clerk

Ray Giglio, General Counsel

SEAL
December 6, 2014

Diane Bockelman, Assessment and Billing Coordinator
Key Largo Wastewater Treatment District
PO Box 491
Key Largo, FL 33037

Re: MCLA Conservation Lands
AK# 1092908 and 8667442 (Ferguson)

Dear Ms. Bockelman:

This letter will confirm that the above referenced parcels are now titled in the Monroe County Comprehensive Plan Land Authority and were acquired as conservation land. Conservation lands acquired by the Authority will be maintained as natural areas, will not be developed, will not generate wastewater, and therefore will not need a connection to the Key Largo Wastewater Treatment District wastewater system. Accordingly, I am requesting that the subject parcels be removed from the KLWTD assessment roll.

Please contact me should you require any additional information regarding this matter.

Sincerely,

Mark J. Rosch
Executive Director
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: December 16, 2014

Agenda Item Type: Information / Presentation
Agenda Item Scope: Bulk
Recommended Action: Action: Approval

Department: Sponsor:
General Manager Paul Christian

Subject: 2015 Meeting Dates

Summary of Discussion:
Proposed meeting dates for calendar year 2015 are submitted to the Board for review and approval.

Reviewed / Approved
Operations: 
Administration: 
Finance: 
District Counsel: 
District Clerk: 
Engineering: 

Financial Impact
Operations: 
Finance: Funding Source: 
District Counsel: 
District Clerk: Budgeted: 
Engineering: N/A

Attachments
Calendar Year 2015 Dates.

Approved By: General Manager
Date: 12/12/14
## 2015 Meeting Dates

### January
- **1/1/2015** Thu New Year’s Day
- **1/6/2015** Tue Board Meeting
- **1/13/2015** Tue Board Meeting
- **1/19/2015** Mon MLK Birthday
- **1/20/2015** Tue Board Meeting

### February
- **2/3/2015** Tue Board Meeting
- **2/10/2015** Tue Board Meeting
- **2/17/2015** Tue Board Meeting

### March
- **3/3/2015** Tue Board Meeting
- **3/10/2015** Tue Board Meeting
- **3/17/2015** Tue Board Meeting

### April
- **4/7/2015** Tue Board Meeting
- **4/14/2015** Tue Board Meeting
- **4/21/2015** Tue Board Meeting

### May
- **5/5/2015** Tue Board Meeting
- **5/12/2015** Tue Board Meeting
- **5/19/2015** Tue Board Meeting
- **5/25/2015** Mon Memorial Day

### June
- **6/2/2015** Tue Board Meeting
- **6/9/2015** Tue Board Meeting
- **6/16/2015** Tue Board Meeting

### July
- **7/3/2015** Fri Independence Day
  (Observed) - Office Closed

### August
- **8/4/2015** Tue Board Meeting
- **8/11/2015** Tue Board Meeting
- **8/18/2015** Tue Board Meeting

### September
- **9/1/2015** Tue Board Meeting
- **9/7/2015** Mon Labor Day
- **9/8/2015** Tue Board Meeting
- **9/15/2015** Tue Board Meeting

### October
- **10/6/2015** Tue Board Meeting
- **10/13/2015** Tue Board Meeting
- **10/20/2015** Tue Board Meeting

### November
- **11/3/2015** Tue Board Meeting
- **11/10/2015** Tue Board Meeting
- **11/11/2015** Wed Veterans’ Day
- **11/17/2015** Tue Board Meeting
- **11/26/2015** Thu Thanksgiving Day - Office Closed
- **11/27/2015** Fri Thanksgiving Day - Office Closed

### December
- **12/1/2015** Tue Board Meeting
- **12/8/2015** Tue Board Meeting
- **12/15/2015** Tue Board Meeting
- **12/25/2015** Fri Christmas Day
  Office Closed
Key Largo Wastewater Treatment District
Board of Commissioners Meeting

Agenda Item Summary

Meeting Date: December 16, 2014

Agenda Item Type: Information / Presentation
Agenda Item Scope: Review / Discussion
Recommended Action: Action: Approval

Department: General Manager
Sponsor: Paul Christian

Subject: Administration Office Building

Summary of Discussion:

Staff to present sales contract for 103355 Overseas Highway and request authorization for the General Manager to negotiate the terms of the contract and final price not to exceed $660,000.

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<td>Engineering:</td>
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Approved By: General Manager
Date: 12/12/2014
Commercial Contract

1. PARTIES AND PROPERTY: Key Largo Wastewater Treatment District ("Buyer") agrees to buy and KEYS AHEAD INC ("Seller") agrees to sell the property as:

Street Address: 103355 OVERSEAS HWY KEY LARGO 33037

Legal Description: BK 12 LTS 14-15-16 LARGO SOUND PARK KEY LARGO PB3-111

and the following Personal Property: none (all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $600000

(a) Deposit held in escrow by Coral Reef Title Co. $9,000.00

(‘Escrow Agent’) (checks are subject to actual and final collection)

Escrow Agent’s address: 100125 Overseas Hwy Key Largo FL. 33037 Phone: 305-451-6200

(b) Additional deposit to be made to Escrow Agent within 21 days after Effective Date $11,000.00

(c) Additional deposit to be made to Escrow Agent within ___ days after Effective Date $0

(d) Total financing (see Paragraph 5) $0

(e) Other $0

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier’s or official bank check(s) or wire transfer. $580000

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 11/25/2014, this offer will be withdrawn and the Buyer’s deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The “Effective Date” of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on 01/15/2015 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Buyer and Seller acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.
5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: Within ___ days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed ___% of the purchase price or $__________, with a fixed interest rate not to exceed ___% per year with an initial variable interest rate not to exceed ___%, with points or commitment or loan fees not to exceed ___% of the principal amount, for a term of ___ years, and amortized over ______ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within ___ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within ___ days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ___ statutory warranty deed, ___ other, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) provided that title is not thereby rendered unmarketable and

provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as Administrative office building for the Key Largo Wastewater Treatment District.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ___ Seller's ___ Buyer's expense and within ___ days after Effective Date or at least ___ days before Closing Date deliver to Buyer (check one)

(i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

(ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

Buyer _______ Seller _______ acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.
(2) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller**'s inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)
- ☐ Buyer will, within ____ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:
- ☐ prepared for **Seller** or in **Seller**'s possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.
- ☑ **Buyer** will, at **Seller**'s expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☑ **Buyer** will accept the Property with existing encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

7. **PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))
- ☐ (a) **As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.
- ☑ (b) **Due Diligence Period:** **Buyer** will, at **Buyer**'s expense and within 21 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer**'s sole and absolute discretion, for **Buyer**'s intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer**'s satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer**'s intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer**'s determination of whether or not the Property is acceptable. **Buyer**'s failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller**'s prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer**'s expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer**'s deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the **Buyer** and **Seller**, acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.
parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppel letters; tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a “foreign person” as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

Buyer’s ( ) ( ) and Seller’s ( ) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.
Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds.

Buyer and Seller acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.
proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any, and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☑ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms “Buyer,” “Seller” and “Broker” may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Coldwell Banker Schmitt Sally Stribling

______________________________

(Company Name) (Licensee)

100430 Overseas Hwy. Key Largo FL 33037 305-283-2002

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☑ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☑ Seller ☐ Buyer ☑ both parties pursuant to ☑ a listing agreement ☐ other (specify)

Buyer ☑ and Seller ☑ acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.
Buyer's Broker: Coldwell Banker Schmitt

Sally Stribling

(Company Name)

(Licensee)

100430 Overseas Hwy.

Key Largo FL. 33037

305-283-2002

Buyer's Broker: Coldwell Banker Schmitt

Sally Stribling

(Company Name)

(Licensee)

100430 Overseas Hwy.

Key Largo FL. 33037

305-283-2002

Who is a single agent who is a transaction broker who has no brokerage relationship and who will be compensated by Seller/Broker/Seller/Buyer both parties pursuant to an MLS offer of compensation other (specify)

Per Listing agreement- Seller signed transition to transaction broker notice

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- Arbitration
- Section 1031 Exchange
- Property Inspection and Repair
- Property Inspection and Repair
- Seller Representations
- Flood Area Hazard Zone
- Seller Financing
- Seller's Attorney Approval
- Existing Mortgage
- Coastal Construction Control Line
- Seller's Attorney Approval
- Other
- Seller's Attorney Approval
- Seller's Attorney Approval
- Other
- Buyer's Warranty

22. ADDITIONAL TERMS:

Buyer and Seller Agree that this Contract, and Buyer's obligations under this Contract, are conditioned upon the passage and adoption of a resolution by the Board of Commissioners of the Key Largo Wastewater Treatment District ("KLWTD BOC") accepting, adopting, and approving the terms and conditions of this Contract on or before December 10, 2014. If the KLWTD BOC has not passed and adopted a resolution accepting, adopting, and approving the terms and conditions of this Contract on or before December 10, 2014, then this contract shall terminate and all deposit monies will be immediately refunded to the Buyer and all of the terms, conditions, provisions, and obligations of this Contract shall be null and void.

It is specifically understood and agreed that the term "environmental properties" contained in paragraph "7. Property Condition," includes the presence of mold. If Buyer's Inspections reveal the presence of mold at levels which are, in Buyer's sole and absolute discretion, excessive or unacceptable, Buyer shall have the right to cancel this Contract in accordance with the terms of paragraph "7. (b)."

This is a cash offer with no contingency for financing or appraisal

There will be no third party financing

Buyer and Seller acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.
Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

Paul Christian  
Date:______________

Paul Christian  
(Typed or Printed Name of Buyer)  
Tax ID No:______________

Title: Signatory - Key Largo Wastewater Treatment District  
Telephone: 305-451-4019

Date:______________

Title:______________  
Telephone:______________

Buyer's Address for purpose of notice:______________

Facsimile:______________  
Email:______________

Date:______________

Susan Hammaker  
(Typed or Printed Name of Seller)  
Tax ID No:______________

Title:______________  
Telephone:______________

Date:______________

Title:______________  
Telephone:______________

Seller's Address for purpose of notice: PO BOX 370854 KEY LARGO, FL 33037-0854

Facsimile:______________  
Email:______________

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Counter Offer

1. REJECTION OF OFFER: [ ] Seller [ ] Buyer rejects the offer to purchase/sell dated the 3rd day of December, 2014 ("Offer") for the property described as follows (legal description):

   BK 12 LTS 14-15-16 LARGO SOUND PARK KEY LARGO PB3-111

2. TERMS: This counter offer consists of all terms of the Offer with modifications to particular clauses as follows:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Counter Offer Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>L 2</td>
<td>Purchase price $660,000</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>L 19</td>
<td>Balance to close $640000</td>
</tr>
<tr>
<td></td>
<td>All other terms and conditions remain the same.</td>
</tr>
</tbody>
</table>

3. ACCEPTANCE AND EXPIRATION OF COUNTER OFFER: This counter offer must be signed and delivered back to [ ] Seller or Seller's licensee [ ] Buyer or Buyer's licensee within __________ hours from (time) __________ a.m. __________ p.m. the 5th day of December __________, 2014 or it will expire.

4. RIGHT TO WITHDRAW COUNTER OFFER: The party making this counter offer reserves the right to withdraw the counter offer at any time prior to acceptance by the other party.
Signatures of Parties Making Counter Offer:  

**Paul Christian**  

Date

Signatures of Parties Accepting Counter Offer:  

**Susan Hanenker**  

Date

Acceptance Received by (initial): __________  

Date: ________________  

☐ a.m. ☐ p.m.
Vacuum Station Ventilation Project Recommendation of Award

Summary of Discussion:
The Vacuum Station Ventilation Project bids were received and evaluated. Overholt Construction Corporation was the highest scored responsive, responsible bidder and therefore is recommended for the award of the contract.

Financial Impact

| Expense | $84,313.00 |
| Funding Source | Grant(s) |
| Budgeted | Yes |

Attachments

- Weiler Recommendation Memorandum
MEMORANDUM

To: Paul Christian
From: Ed Castle, PE
Date: 3 December 2014
Re: Vacuum Station Ventilation Project Recommendation of Award

Ray Giglio and I have reviewed the responses to the District’s Request for Proposals for the Vacuum Station Ventilation project to determine responsiveness. We found the proposal by D.A.C to be non-responsive and it was removed from further consideration.

The remaining proposals were reviewed and scored based on qualifications and prices by the four members of the review team. The team members individually scored each proposal and submitted the score sheets to me to summarize. The team consisted of Dan Saus, Suzi Rubio, Mike Dempsey and myself. The scoring was based on the qualifications and pricing as described in the RFP documents, using the base bid to determine the price score.

The results of the reviews are tabulated below.

<table>
<thead>
<tr>
<th>Company</th>
<th>Responsive</th>
<th>Proposal Score, Average</th>
<th>Ranking</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overholt Construction Corporation</td>
<td>Y</td>
<td>90</td>
<td>1</td>
<td>Base Bid $70,088.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add Alt $14,225.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Bid $84,313.00</td>
</tr>
<tr>
<td>Wharton Smith, Inc.</td>
<td>Y</td>
<td>79</td>
<td>2</td>
<td>Base Bid $100,790.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add Alt $52,165.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Bid $152,955.00</td>
</tr>
<tr>
<td>Air Mechanical &amp; Service Corp.</td>
<td>Y</td>
<td>68</td>
<td>3</td>
<td>Base Bid $119,434.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add Alt $37,430.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Bid $156,864.00</td>
</tr>
<tr>
<td>D.A.C Air Conditioning Corp.</td>
<td>N</td>
<td>N/A</td>
<td>N/A</td>
<td>Base Bid $58,960.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add Alt $11,578.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Bid $70,484.00</td>
</tr>
</tbody>
</table>
All bids came in above the Engineer’s Estimate for the Base Bid of $40,000.00. The Engineers Estimate for the Total Bid was $65,000.00. D.A.C. Air Conditioning Corp. was deemed to be non-responsive and was not considered for award. Of the responsive bidders, Overholt Construction Corporation had the highest average score and was also the highest in each of the individual score sheets.

Having found Overholt Construction Corporation to be the highest scored responsive, responsible bidder, I recommend award of the Vacuum Station Ventilation project to Overholt Construction Corporation.