BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

)

In re: Application of Aloha Utilities, Inc. for limited proceeding increase in water and wastewater rates.

Docket No. 970536 - WS

APPLICATION FOR LIMITED PROCEEDING INCREASE IN WATER AND WASTEWATER RATES

(hereinafter Applicant, Aloha Utilities, Inc. "Aloha", "Applicant" or "Utility"), pursuant to Sections 367.0822 and 367.081(1)(a) and (3), Florida Statutes, files this Application for limited proceeding increase in rates for water and wastewater service provided to the Utility's Seven Springs system in Pasco County, Florida, based upon the costs associated with the first phase of the Florida Department of Transportation's ("FDOT") required relocation of existing water and wastewater lines within the right-of-way of Highway 54; and to both its Seven Springs and Aloha Gardens systems based upon the cost to convert to envelope The FDOT required line relocations have resulted in billing. substantial capital expenditure by the Utility and increased costs of providing water and wastewater service. The change in billing method will increase costs slightly but is in the best interests of Applicant is a Class A water and the Utility's customers. wastewater utility as defined by Rule 25-30.115(1), Florida Administrative Code ("F.A.C."). Its 1995 historic revenues totalled \$1,269,582 for water service and \$1,268,612 for wastewater service.

I.

The following information is provided in accordance with the check received with effective requirements of Rule 25-22.036(7), F.A.C.: DOCUMENT NUMBER-DATE To RAR with provided to Perceive deposed. To RAR with provided to provide a cost of closesk to RAR with provided to provide

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FORCE DECODING /DEPARTING

Initials of parameters who forwarded check:

(a) The name and address of the applicant is:

Aloha Utilities, Inc. 2514 Aloha Place Holiday, Florida 34691 (b) Applicant's interest:

Applicant is a water and wastewater utility as defined by Section 367.021(12), Florida Statutes, and is not exempt from regulation by the Commission pursuant to Section 367.022, Florida Statutes. Except as provided in Section 367.081(4), Florida Statutes, Applicant's rates and charges may not be changed without approval of the Commission.

FDOT Line Relocation

Aloha began operations in 1970. In 1995, Aloha was informed of the FDOT's intent to widen and relocate a substantial portion of State Road 54 within Aloha's service territory. The first phase of the project, as proposed by FDOT, required substantial relocation of the water and wastewater mains of Aloha.

In accordance with standard FDOT practice, the Utility was required to deposit with FDOT, Aloha's estimated share of the total cost of the relocation project (Aloha's share \$715,144 of an estimated total contract of \$1,728,521). These relocation improvements were then made a part of the overall relocation project bid out by FDOT. In February of 1996, Aloha made its required deposit of \$715,144 with FDOT. After solicitation of bids, FDOT was able to obtain a bid for the project (\$1,184,473 excluding AFUDC) in an amount less than the original estimate that formed the basis for Aloha's deposit and Aloha has requested a refund for its share of the reduced cost. One change order has

also resulted in an additional cost of \$63,834. As a result, Aloha was required to fund a total net amount of \$612,841 of the project cost (excluding AFUDC).

Envelope Billing

Aloha Utilities currently uses postcard billings for its This type of billing methodology does not allow the customers. Utility the opportunity to communicate information of interest to its customers and makes the submittal of any required notices and other information burdensome and significantly more costly to the Utility on the numerous occasions when such additional information is needed or required. With the change to envelope billing which many, if not most utilities currently employ, the Utility will be better able to communicate with its customers, will be able to provide notices to its customers in a less costly manner, and will be able to provide return envelopes for the convenience of its customers. It should be noted that the failure to include a return envelope with utility bills is by far the most common complaint received by the Utility from its customers. The calculation of the net change in this cost is included on Schedule 12 of the accounting schedules attached hereto as Exhibit "A".

II.

Attached hereto as Exhibit "A", is a group of 13 schedules prepared by Aloha's outside CPA, Cronin, Jackson & Nixon, reflecting the cost incurred by Aloha as required by FDOT for relocation of these facilities and for the additional cost of the change to envelope billing, as well as other pertinent information

utilized to calculate the rate changes necessary in order to recover these two groups of increased costs.

III.

Attached hereto as Exhibit "B" are revised tariff sheets proposed to be utilized by the Utility in order to implement this change in rates. These present rates which are adjusted herein are those rates currently authorized for each of the Aloha Gardens systems and for the water operations of the Seven Springs system. The "present" rates which are adjusted herein for the Seven Springs sewer operations are the Phase II rates recently implemented under Docket No. 950615-SU. These are the rates which will be in effect shortly after the time of the filing of this application. Because the rates for the Seven Springs sewer system are likely to change as a result of the Commission order disposing of Motions for Reconsideration currently anticipated to be issued sometime in June of 1997, the rates proposed by the Utility should be considered those that will allow the Utility the opportunity to recover the total additional revenue of \$95,389 for the combined water systems and \$82,640 for the combined wastewater systems as calculated in Schedule 2 of Exhibit A. The format for calculation of the percentage increase and new rates as reflected in Schedules 2 and 3 respectively of Exhibit A should then be applied to the rates and annualized revenues in effect at the time of the Commission's final action in this proceeding to determine the appropriate rates. The Utility will supply the appropriate revised tariff sheets after the Commission's action to approve those rates.

Because of the substantial capital expenditure required as a result of the FDOT widening and relocation of State Road 54, as well as the cost to implement the change in billing method, Aloha must request an immediate increase in water and wastewater rates to its customers in both its Seven Springs and Aloha Gardens systems in order for it to continue operations, recover its costs and earn a fair return on its investment required as a result of these two events. Rather than pursue a full rate case to recover the cost of these two changes in circumstances (at a substantially higher rate case cost), Aloha requests that these changes be recognized in a limited proceeding under the Commission's authority provided for in Section 367.0822, Florida Statutes.

v.

At this time there are no known disputed issues of material fact in this matter.

VI.

Because Aloha has already been required over one year ago to provide funding for the road project and the Utility's portion of the line relocation cost, the Applicant is in immediate need of rate relief to cover such costs. Aloha hereby requests that the Commission immediately authorize interim, temporary, or emergency rates to allow recovery of the additional revenue reflected on Schedule 2 of Exhibit A and that such rates be granted within 60 days of the date of this application so that the Utility can obtain recovery for costs required to be expended by it. Aloha will at

IV.

the same time as that interim authorization is implemented begin use of the envelope billing so as to coincide with the rate relief granted to cover the cost of such change. To the extent the temporary or emergency rates as previously approved in Docket Nos. 950615-SU and 960545-WS have been revised as of the date of the Commission's action in this docket, those more current rates should be increased utilizing the methodology outlined in Schedules 2 and 3 of Exhibit A so as to allow recovery of the entire amount of the increased cost occasioned by the FDOT line relocation project and the change in billing method.

VII.

Other information which the Applicant deems relevant is as follows:

(a) The filing fee submitted herewith is a check in the amount of \$4,500 as the appropriate filing fee for this application in accordance with Commission Rule 25-30.020(2)(g)6, F.A.C. for both water and wastewater systems with existing capacity to serve more than 4,000 ERCs.

(b) Copies of all orders, notices, correspondence and other communications concerning this application are to be provided to counsel to the Applicant whose name and address as is follows:

> F. Marshall Deterding ROSE, SUNDSTROM & BENTLEY 2548 Blairstone Pines Drive Tallahassee, Florida 32301 (904) 877-6555

VIII.

Applicant requests that the Commission consider the information supplied herein and approve this application for limited proceeding and authorized revised rates for utility service to allow recovery of the additional revenues calculated in Schedule No. 2 of Exhibit A applied to the rates in effect at the time of the Commission's action, on an interim/emergency/temporary basis, and on a permanent basis as outlined herein.

Respectfully submitted this day of May, 1997, by:

ROSE, SUNDSTROM & BENTLEY 2548 Blairstone Pines Drive Tallahassee, Florida 32301 (904) 877-6555

MARSHALL DETERDING

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970536-WS

ALOHA UTILITIES, INC. Limited Proceeding

Proposed Tariff Sheets



SIXTEENTH REVISED SHEET NO. 16.0 Cancels Fifteenth Revised Sheet No. 16.0

NAME OF COMPANY <u>ALOHA UTILITIES, INC.</u> WASTEWATER TARIFF

Seven Springs System

GENERAL SERVICE RATE SCHEDULE GS

<u>AVAILABILITY</u> - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For wastewater service to all customers for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>

Meter Size

Base Facility Charge

5/8 x 3/4"	(3m	gals.	min.)	\$ 23.55
l"	(8m	gals.	min.)	62.69
1 1/2"	(15m	gals.	min.)	117.68
2 "	(24m	gals.	min.)	188.27
3 "	(48m	gals.	min.)	376.52
4 "	(75m	gals.	min.)	588.82
6"	(150m	gals.	min.)	1,176.65
8 "	(240m	gals.	min.)	1,882.60

GALLONAGE CHARGE - \$3.03 (Per 1,000 Gallons over minimum)

MINIMUM CHARGE - Equals Base Facility Charge above

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Limited Proceeding

STEPHEN G. WATFORD ISSUING OFFICER

VICE PRESIDENT TITLE



FIFTEENTH REVISED SHEET NO. 17.0 Cancels Fourteenth Revised Sheet No. 17.0

NAME OF COMPANY <u>ALOHA UTILITIES, INC.</u> WASTEWATER TARIFF

Seven Springs System

RESIDENTIAL SERVICE RATE SCHEDULE RS

<u>AVAILABILITY</u> - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For wastewater service for all purposes in private residences and individually metered apartment units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u> -

Mont	hly Fla	at Charge	 Rate
All	Meter :	Sizes	\$ 23.55

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Limited Proceeding

STEPHEN G. WATFORD ISSUING OFFICER

VICE PRESIDENT

ALOHA UTILITIES, INC. NINETEENTH REVISED SHEET NO. 17.0 Water Tariff Cancels Eighteenth Revised Sheet No. 17.0

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available in Seven Springs.

<u>APPLICABILITY</u> - For water service to any customer for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all the rules and regulations of this tariff and general rules and regulations of the Commission.

<u>RATES</u> - (Monthly)

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<u>Meter Size</u>	Base Facility	Charge		
5/8" x 3/4" 1" 1-1/2" 2" 3" 4"	\$ 7.59 20.20 37.88 61.05 121.29 189.84	Minimum Minimum Minimum Minimum Minimum	8,000 15,000 24,000 48,000 75,000	gallons gallons gallons gallons gallons gallons
6 " 8 "	293.58 599.76	Minimum Minimum		

GALLONAGE CHARGE - \$1.35 per 1,000 gallons in excess of minimum.

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE: TYPE OF FILING: Limited Proceeding Stephen G. Watford ISSUING OFFICER

<u>Vice President</u> TITLE ALOHA UTILITIES, INC. NINETEENTH REVISED SHEET NO. 18.0 Water Tariff Cancels Eighteenth Revised Sheet No. 18.0

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available in Seven Springs.

<u>APPLICABILITY</u> - For water service for all purposes in private residences and individually metered apartment units.

<u>LIMITATIONS</u> - Subject to all the rules and regulations of this tariff and general rules and regulations of the Commission.

<u>RATES</u> - (Monthly)

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<u>Meter Size</u>	<u>Base Facility</u>	Charge		
5/8" x 3/4" 1"	\$ 7.59 20.20	Minimum Minimum		gallons gallons
1-1/2"	37.88	Minimum	15,000	gallons
2 " 3 "	61.05 121.29	Minimum Minimum		gallons qallons
4 "	189.84	Minimum	75,000	gallons
6 " 8 "	293.58 599.76		150,000 240,000	

GALLONAGE CHARGE - \$1.35 per 1,000 gallons in excess of minimum.

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE: TYPE OF FILING: Limited Proceeding Stephen G. Watford ISSUING OFFICER

<u>Vice President</u> TITLE EIGHTH REVISED SHEET NO. 16.1 Cancels Seventh Revised Sheet No. 16.1

NAME OF COMPANY <u>ALOHA UTILITIES, INC.</u> WASTEWATER TARIFF

Aloha Gardens System

GENERAL SERVICE RATE SCHEDULE GS

<u>AVAILABILITY</u> - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For wastewater service to all customers for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"]"	\$ 11.08 27.70
1 1/2"	55.37
2 " 3 "	88.61 177.22
4 "	276.91
6 "	553.82
8 "	886.10

GALLONAGE CHARGE - \$5.37 (Per 1,000 Gallons over minimum)

MINIMUM CHARGE - Equals Base Facility Charge above

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Limited Proceeding

STEPHEN G. WATFORD ISSUING OFFICER

VICE PRESIDENT TITLE NINTH REVISED SHEET NO. 17.1 Cancels Eighth Revised Sheet No. 17.1

NAME OF COMPANY <u>ALOHA_UTILITIES, INC.</u> WASTEWATER TARIFF

Aloha Gardens System

RESIDENTIAL SERVICE RATE SCHEDULE RS

- <u>AVAILABILITY</u> Available throughout the area served by the Company.
- <u>APPLICABILITY</u> For wastewater service for all purposes in private residences and individually metered apartment units.
- <u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD Monthly
- <u>RATE</u> -<u>Base Facility Charge</u> <u>Rate</u> All Meter Sizes \$ 11.08 Gallonage Charge (10M Monthly Max.) \$ 4.47
- TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Limited Proceeding

STEPHEN G. WATFORD ISSUING OFFICER

VICE_PRESIDENT_____ TITLE ALOHA UTILITIES, INC. NINETEENTH REVISED SHEET NO. 17.1 Water Tariff Cancels Eighteenth Revised Sheet No. 17.1

Aloha Gardens System

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available in Aloha and Tahitian Gardens.

<u>APPLICABILITY</u> - For water service to any customer for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all the rules and regulations of this tariff and general rules and regulations of the Commission.

<u>RATES</u> - (Monthly)

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4" 1" 1-1/2" 2" 3" 4" 6" 8"	\$ 2.62 6.57 13.14 21.02 40.81 65.59 131.29 210.07
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GALLONAGE CHARGE - \$2.80 per 1,000 gallons in excess of minimum.

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE: TYPE OF FILING: Limited Proceeding Stephen G. Watford ISSUING OFFICER

Vice President TITLE

ALOHA UTILITIES, INC. NINETEENTH REVISED SHEET NO. 18.1 Water Tariff Cancels Eighteenth Revised Sheet No. 18.1

<u>Aloha Gardens System</u>

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RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available in Aloha and Tahitian Gardens.

<u>APPLICABILITY</u> - For water service for all purposes in private residences and individually metered apartment units.

<u>LIMITATIONS</u> - Subject to all the rules and regulations of this tariff and general rules and regulations of the Commission.

<u>RATES</u> - (Monthly)

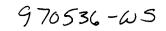
<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4" 1" 1-1/2" 2" 3" 4" 6" 8"	\$ 2.62 6.57 13.14 21.02 40.81 65.59 131.29 210.07
•	===:•;

GALLONAGE CHARGE - \$2.80 per 1,000 gallons in excess of minimum.

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE: TYPE OF FILING: Limited Proceeding Stephen G. Watford ISSUING OFFICER

<u>Vice President</u> TITLE



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Aloha Utilities, Inc. Special Report April 30, 1997

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Aloha Utilities, inc. Limited Proceeding to Increase Water and Wastewater Rates for Costs of S.R. 54 Line Relocation Project of Florida Department of Transportation (FDOT) and Increased Mailing & Billing Costs

Index

Schedule No.	<u>Page(s)</u>	Description				
		Accountants' Report				
1	1	Background/Summary				
2	2	Additional Revenue Requirement and Proposed Increase to Existing Rates				
3	3-4	Schedule of Present and Proposed Rates				
4	5	Schedule of Depreciation Expense				
5	6	Schedule of Taxes Other Than Income				
6	7	Estimated Filing Expenses				
7	8	Schedule of Required Rate of Return on Net Invested Plant				
8	9	Schedule of Cost of Capital				
9	10	Estimated Plant Costs by Primary NARUC Account				
10	11	Calculation of Allowance for Funds Used During Construction				
11	12-13	Schedule of Estimated Project Costs				
12	14	Schedule of Increased Mailing and Billing Costs				
13	15-18	Schedule of Annualized Revenues				
<u>Attachment</u>						
I		Copy of Court Order to Sever & Consolidate and Stipulated Final Judgement; and				
		Copy of Original Joint Project Agreement and Change Order No. 1				
II		Copy of Change Order No. 2 and Related Documentation of Total Bid Costs;				
		Copy of Additional Contract with Change Order; and Engineering Expenses				

Cronin, Jackson, Nixon & Wilson

CERTIFIED PUBLIC ACCOUNTANTS, P.A.

JAMES L. CARLSTEDT, C.P.A. JOHN H. CRONIN, JR., C.P.A. ERIC M. DOAN, C.P.A. ROBERT H. JACKSON, C.P.A. BRENDA M. McBARRON, C.P.A. ROBERT C. NIXON, C.P.A. HOLLY M. TOWNER, C.P.A. JAMES L. WILSON, C.P.A. 2560 GULF-TO-BAY BOULEVARD SUITE 200 CLEARWATER, FLORIDA 34625-4419 (813) 791-4020 FACSIMILE (813) 797-3602

April 30, 1997

Officers and Directors Aloha Utilities, Inc.

In accordance with your request, we have prepared the accompanying Special Report of Aloha Utilities, Inc., consisting of the schedules listed in the preceding Index.

This report is intended solely for use as part of an application for utility rate increases, to be filed with the Florida Public Service Commission, relating to recovery of costs associated with the relocation of water and wastewater lines and facilities caused by the Florida Department of Transportation's project to widen State Road 54 in Pasco County and increased mailing and billing costs.

Because this Special Report was not audited by us, we do not express an opinion or any other form of assurance on it.

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CRONIN, JACKSON, NIXON & WILSON

Aloha Utilities, Inc. Limited Proceeding to Increase Water and Wastewater Rates for Costs of S.R. 54 Line Relocation Project of Florida Department of Transportation (FDOT) and Increased Mailing & Billing Costs

Background/Summary

In 1995, Aloha Utilities, Inc. was sued by FDOT in Imminent Domain Proceedings in connection with FDOT's project to widen portions of State Road 54, located within Aloha's service area (Pasco County Circuit Court, Case 95-4884). By necessity, the project required relocation of Aloha's existing water and sewer lines and facilities located within the right of way and easements adjacent to the roadway to be widened.

On March 4, 1996, the Court issued a Stipulated Order to sever and consolidate the interest of defendant, Aloha Utilities, Inc., and approve a stipulated final judgement. Under the terms of the Order, Aloha and FDOT entered into a Joint Project Agreement under which the total estimated project costs of \$1,728,521 would be funded as follows: \$1,013,376 (excluding \$63,000 paid to Aloha for property rights) to be paid by FDOT and \$715,144 to be paid by Aloha. In February, 1996, Aloha deposited \$715,144 with FDOT for its share of estimated project costs. A copy of the Court Order and Original Joint Project Agreement is included with this report as Attachment I.

Subsequently, FDOT solicited bids for the project and a contract to the low bidder was awarded to R. E. Purcell Construction, Inc. The contract with Purcell was lower than the estimates contained in the Joint Project Agreement and totalled \$1,194,537. As a result, the revised project cost was funded as follows: \$571,632 to be paid by FDOT and \$622,905 (excluding AFUDC) to be paid by Aloha. The revised amount paid by Aloha includes an additional contract for work from Madison Avenue to Rowan Road which was not reimbursable to Aloha. These changes are summarized on Change Order No. 2 and other documentation, included with this report as Attachment II.

Currently, Aloha bills for service on postcards. Any notices or customer service communications require separate envelope mailings, postage, printing, and stuffing at substantial additional cost. Aloha is making a sustained effort to improve customer service and customer relations. As a result, Aloha is proposing to change its method of billing and customer communications by changing to a letter 2-part bill, which will also include a return window type envelope. In addition, the new system will enable the Company to also include letters or informational inserts. The estimated additional costs are shown on Schedule No. 12.

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Aloha Utilities, Inc. Additional Revenue Requirement and Proposed Increase in Rates Increased Mailing Costs and Seven Springs FDOT S.R. 54 Project

Line		Reference Aloha Gardens			Seven	Spring	s			
No.	Component	Schedule No.	Water Sewer		Water			Sewer		
1	Depreciation	4					\$	11,184	\$	9,806
2	Taxes other than income	5						16,481		12,528
3	Amortization of filing expenses	6						10,000		10,000
4	Mailing costs	12	\$	4,369	<u>\$</u>	3,970		11,224		10,905
5	Additional operating expenses			4,369		3,970		48,889		43,239
6	Required rate of return	7						37,838		31,712
7				4,369		3,970		86,727		74,951
8	Divide by RAF Expansion Factor		<u></u>	0.955		0.955		0.955	<u></u>	0.955
9	Total additional revenue requirement		<u>s</u>	4,575	<u>\$</u>	4,157	<u>\$</u>	90,814	<u>\$</u>	78,483
10	Divide by annualized revenue	13	<u>\$</u>	501,033	<u>\$</u>	996,164	<u>\$</u>	1,366,305	<u>\$</u>	2,216,654
11	Percentage increase in revenue and rates required			0.91%	-	0.42%		6.65%		3.54%





Aloha Utilities, Inc. Schedule of Present and Proposed Rates Increased Mailing Costs and Seven Springs FDOT S.R. 54 Project

Line			Monthl	y Rate	es
No.		P	resent		oposed
1 2 3 4	<u>Aloha Gardens</u> <u>Water (.91% increase)</u> <u>Residential & General Service</u> Base facility charges:				
5	5/8 x 3/4"	\$	2.60	\$	2.62
6	1"	•	6.51	•	6.57
7	1 1/2"		13.02		13.14
8	2"		20.83		21.02
9	3"		40.44		40.81
10	4"		65.00		65.59
11	6"		130.11		131.29
12	8"		208.18		210.07
13	Gallonage charge per 1,000 gallons		2.77		2.80
14	Sewer (.42% increase)				
15	Residential - all meter sizes				
16	Base facility charge		11.03		11.08
17	Gallonage charge (10M monthly max)		4.45		4.47
18	General Service				
19	Base facility charges:				
20	5/8 x 3/4"		11.03		11.08
21	1"		27.58		27.70
22	1 1/2"		55.14		55.37
23	2" 3"		88.24		88.61
24	4"		176.48 275.75		177.22 276.91
25	4 6"		275.75 551.50		276.91 553.82
26 27	8"		882.39		553.6∠ 886.10
21	C		002.38		000,10
28	Galionage charge per 1,000 gallons		5.35		5.37





Aloha Utilities, Inc. Schedule of Present and Proposed Rates Increased Mailing Costs and Seven Springs FDOT S.R. 54 Project

Line		Monthly	y Rates
No.		Present	Proposed
1 2 3 4	<u>Seven Springs</u> <u>Water (6.65% increase)</u> <u>Residential & General Service</u> Base facility charges:		
5 6 7 8 9	5/8" x 3/4" minimum 3,000 gallons 1" minimum 8,000 gallons 1 1/2" minimum 15,000 gallons 2" minimum 24,000 gallons 3" minimum 48,000 gallons 4" minimum 75,000 gallons	\$7.12 18.94 35.52 57.24 113.73 178.00	\$7.59 20.20 37.88 61.05 121.29 189.84
11 12	6" minimum 150,000 gallons 8" minimum 240,000 gallons	275.27 562.36	293.58 599.76
13 14	Gallonage charges per 1,000 gallons in excess of minimum	1.27	1.35
15 16 17	<u>Sewer (3.62% increase)</u> <u>Residential</u> Flat rate per month - all meter sizes	22.73	23.55
18 19	<u>General Service</u> Base facility charges:	00.70	00.55
20 21 22 23	5/8" x 3/4" minimum 3,000 gallons 1" minimum 8,000 gallons 1 1/2" minimum 15,000 gallons 2" minimum 24,000 gallons	22.73 60.50 113.57 181.69	23.55 62.69 117.68 188.27
24 25 26 27	3" minimum 48,000 gallons 4" minimum 75,000 gallons 6" minimum 150,000 gallons 8" minimum 240,000 gallons	363.37 568.25 1,135.54 1,816.83	376.52 588.82 1,176.65 1,882.60
28 29	Gallonage charges per 1,000 gallons in excess of minimum	2.92	3.03

Schedule No. 3 Page 2 of 2

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Aloha Utilities, Inc. Schedule of Depreciation Expense Seven Springs FDOT S.R. 54 Project

Line No.	NARUC Account	Description	Cost of Facilities	Depreciation Rate	Depreciation Expense
1	Water				
2	Utility Plant	(Schedule No. 9)			
2 3	331	Transmission & distribution mains	\$ 717,173	3.03%	\$ 21,730
4	333	Services	7,835	3.03%	237
5	335	Hydrants	29,582	2.22%	657
6			754,590		22,624
7	CIAC				
8		DOT reimbursements	(381,321)	3.00%	(11,440)
9	Total Water		<u>\$ 373,269</u>		<u>\$ 11,184</u>
10	Sewer				
11	Utility Plant ((Schedule No. 9)			
12	360	Collection sewers - force	\$ 5 66,793	3.13%	17,741
13	363	Services to customers	6,808	3.13%	213
14		,	573,601		17,954
15	CIAC				
16		DOT reimbursements	(260,332)	3.13%	(8,148)
17	Total Sewer		<u>\$ 313,269</u>		<u>\$ 9,806</u>

Aloha Utilities, Inc. Taxes Other than Income Seven Springs FDOT S.R. 54 Project

Line No.			Water	Sewer		
1 2	<u>Tangible Property Taxes</u> Estimated cost of facilities	\$	754,590	\$	573,601	
3	Current Pasco County millage rate		0.021841		0.021841	
4	Total increase in property taxes	<u>\$</u>	16,481	\$	12,528	

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Aloha Utilities, Inc. Estimated Filing Expense through PAA Seven Springs FDOT S.R. 54 Project

Line No.		Water		Sewer		Total	
1	Estimated expense associated with this filing through PAA						
2	Accounting	\$	20,000	\$	20,000	\$	40,000
3	Legal		20,000		20,000		40,000
4	Total estimated filing expenses		40,000		40,000		80,000
5	Amortization period (years)		4		4		4
6	Annual amortization	<u>\$</u>	10,000	\$	10,000	\$	20,000

Aloha Utilities, Inc. Required Rate of Return on Net Invested Plant Seven Springs FDOT S.R. 54 Project

Line No.		Water	Sewer
1	Cost of facilities:		
2	Gross cost of project (Schedule No. 9)	\$ 754,590	\$ 573,601
3	Less: DOT reimbursements		
4	Reimbursement for engineering costs	(49,431)	(33,747)
5	DOT purchase of easement	(41,612)	(28,409)
6	DOT portion of plant	(290,278)	(198,176)
7	Total DOT reimbursements	(381,321)	(260,332)
8	Total net invested plant	373,269	313,269
9	Less: One year's depreciation (Schedule No. 4)		
10	Depreciation of gross plant	(22,624)	(17,954)
11	Amortization of DOT reimbursements recorded as CIAC	11,440	8,148
12	Total net depreciation on net invested plant	(11,184)	(9,806)
13	Total net investment	362,085	303,463
14	Rate of return (Schedule No. 8)	10.45%	10.45%
15	Additional rate of return	\$ 37,838	<u>\$ 31,712</u>

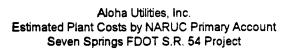
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Aloha Utilities, Inc. Average Cost of Capital December 31, 1996

Line No.			Total Capital	Percent Ratio	Cost of Each Percent	Weighted Cost
1	Long-term debt	\$	2,522,880	55.98%	11.00%	6.16%
2	Preferred stock		600,000	13.31%	11.88%	1.58%
3	Customer deposits		208,610	4.63%	6.00%	0.28%
4	Common equity		923,619	20.49%	11.88%	2.43%
5	Deferred income taxes		252,068	5.59%	-	.
6	Total	<u>\$</u>	4,507,177	100.00%		10.45%

7 Note (1): Calculation of rate base is outside the scope of this proceeding;

8 therefore, no reconciliation of capital structure to rate base was made.



Line No.	Description	 Total	 331 ansmission Distribution Mains	 333 Services	F	335 lydrants		360 Force Mains	-	363 ervices to ustomers
1	Total project costs									
2	Aloha portion	\$ 491,017	\$ 284,187	\$ 3,059	\$	19,546	\$	182,594	\$	1,631
3	Additional contract (Aloha only)	63,834						62,227		1,607
4	Engineering, accounting & legal	57,990	23,418	233		4,973		28,867		499
5	AFUDC	 143,718	 73,609	 793		5,063		63,414		839
6	Total Aloha costs	 756,559	 381,214	 4,085		29,582		337,102		4,576
7	FDOT portion of construction	488,454	287,074	3,204				196,269		1,907
8	FDOT reimbursed engineering	 83,178	 48,885	 546				33,422		325
9	Total FDOT costs	 571,632	 335,959	 3,750		0		229,691		2,232
10	Total project costs	\$ 1,328,191	\$ 717,173	\$ 7,835	\$	29,582	<u>\$</u>	566,793	\$	6,808

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Aloha Utilities, Inc. Calculation of Allowance for Funds Used During Construction Seven Springs FDOT S.R. 54 Project

Line No.	Month	Monthly CWIP Increase (2)	Accumulated CWIP - Beginning of Month	Accumulated CWIP - End of Month	Average CWIP Balance	Monthly AFUDC (3)	Total Capitalized
4	February, 1996 (1)	\$ 600,246		\$ 600,246	\$ 300,123	\$ 3,452	E 602.600
1 2	March	3 000,248 1,800	\$ 603,698	5 605,498	5 500,123 604,598	\$	\$ 603,698
23	April	1,800	612,452	614,252	613,352		612,452
4	May	1,799	621,307	623,106	622,207	7,055 7,157	621,307 620,262
-	•	1,799					630,263
5	June	1,799	630,263	632,062	631,163	7,260	639,322
6	July	1,799	639,322	641,121	640,222	7,364	648,485
7	August		648,485 657,752	650,284	649,385	7,469	657,753
8	September	1,799	657,753	659,552	658,653	7,576	667,128
9	October		667,128	667,128	667,128	7,673	674,801
10	November		674,801	674,801	674,801	7,762	682,563
11	December		682,563	682,563	682,563	7,851	690,414
12	January, 1997		690,414	690,414	690,414	7,941	698,355
13	February		698,355	698,355	698,355	8,032	706,387
14	March		706,387	706,387	706,387	8,125	714,512
15	April		714,512	714,512	714,512	8,218	722,730
16	May		722,730	722,730	722,730	8,313	731,043
17	June		731,043	731,043	731,043	8,408	739,451
18	July		739,451	739,451	739,451	8,505	747,956
19	August	<u></u>	747,956	747,956	747,956	8,603	756,559
20	Totals	<u>\$ 612,841</u>				<u>\$ 143,718</u>	<u>\$ 756,559</u>
21	Notes: (1) Construct	ion costs as follov	vs:				
22	_				Per Payment		Per Contract
23		ted with FDOT:					
24		deposited with FD			\$ 715,144.47	Total Schedule 11	\$ 696,019
25	Expecte	ed refund of overp	payment		(160,293.06)		
26	Net initi	al funds used for	construction		554,851.41		
27	Engineeri						
28	Total c	osts incurred thro	ugh February, 19	96	128,573.14		
29	Reimb	oursement of 64.6	9% of costs		(83,178.07)		(83,178)
30	Total e	engineering costs			45,395.07		
31	Total initia	al costs			<u>\$ 600,246.48</u>		
32	(2) Costs inc	urred directly by A	Noha for construc	tion are as follow	s (through 9/96):		
33	Legal				\$ 12,385.03		
34	Accour	ntina			210.00		
	~~~~~						
35	Total				<u>\$ 12,595.03</u>		<u>\$ 612,841</u>
36	Total Mo	nths (March, 1996	6 - September, 19	996)	7		
37	Average	monthly increase	in CWIP - March	1996			
38	_	gh September, 19			<u>\$ 1,799</u>		
39		ie hased on an an	ousi rate of 14 74	1% per Order No	22206_dated Nov	ember 26, 1989, and	discounted

(3) AFUDC is based on an annual rate of 14.71% per Order No. 22206, dated November 26, 1989, and discounted
 to a monthly rate of 1.1502%.





#### Aloha Utilities, Inc. Estimated Project Costs Seven Springs FDOT S.R. 54 Project

						Noha Contract Cos	ts	
						Engineering,	Total	Total
Line	NARUC			DOT	Contract	Accounting,	Aloha	Project
No.	Account	Description	Quantity	<u>Contract</u>	Cost	and Legal	Cost	Cost
1		tem improvements						• • • • • •
2	333	Water service connections	1 ks	\$ 2,860	\$ 2,447	\$ 623	\$ 3,070	\$ 5,930
3	331	Steel casings - Jack & Bore 24"	351 ¥	17,652	15,104	3,843	18,947	36,599
4	331	Furnish & install casing spacers	42 ea	2,461	2,106	536	2,642	5,103
5	331	Utility locate - underground	14 ea	706	604	154	758	1, <b>4</b> 64
6	331	Utility locate - under pavement	7 ea	<b>6</b> 62	566	144	710	1,372
7	331	Pipe removal - 24" RCP	160 lf	16,726	14,312	3,641	17,953	34,679
8	331	Pipe removal - 18" & less	13,528 #	16,437	14,065	3,578	17,643	34,080
9	331	Fittings - water - ductile iron	21 ton	40,245	34,436	8,761	43,197	83,442
10	331	Pipe - water - 2" PVC	110 H	4 500	1,121	285	1,406	1,406
11	331	Pipe - water - 10" DI	427 ff	4,523	3,870	985	4,855	9,378
12	331	Pipe - water - 12" DI	7,136 H	78,878	67,494	17,172	84,666	163,544
13	331	Pipe - water - 8" DI	165 lf	2,086	1,785	454	2,239	4,325
14	331	Pipe - water - 10" DI	1,115 H		31,282	7,959	39,241	39,241
15	331	Pipe - water - 12" DI	5,454 H	83, 126	71,129	18,097	89,226	172,352
16	331	Pipe - water - 1" polyethelene tubing	110 H		1,022	260	1,282	1,282
17	331	Valves - water - 6" gate	2 ea	493	421	107	528	1,021
18	331	Valves - water - 8" gate	6 ea	2,010	1,720	437	2,157	4,167
19	331	Valves - water - 10" gate	4 ea	1,901	1,627	414	2,041	3,942
20	331	Valves - water - 12" gate	17 <b>ea</b>	10,184	8,715	2,217	10,932	21,116
21	331	Valves - water - 8X8 tapping	6 ea	5,086	4,352	1,107	5,459	10,545
22	331	Valves - water - 12X8 tapping	1 ea		3,207	816	4,023	4,023
23	335	Fire hydrants	7 ea		19,546	4,973	24,519	24,519
24	333	Meter box relocate	2 ea	344	294	75	369	713
25	331	Air release assembly	6 ea	3,898	3,336	<b>84</b> 9	4,185	8,083
26	331	2" blowoff assembly	9 ea		1,913	487	2,400	2,400
27	333	Service connections	2 ea		318	81	399	399
28		Total Water		290,278	306,792	78,055	384,847	675,125
29	Sewer Svs	tem Improvements						
30	363	Sewer service connections	1 ls	1,907	1,631	415	2,046	3,953
31	360	Steel casings - 24"	58 lf	2,120	1,814	462	2,276	4,396
32	360	Steel casing - jack & bore - 16"	148 lf	6,510	5,570	1,417	6,987	13,497
33	360	Steel casing - jack & bore - 24"	190 ff	9,555	8,176	2,080	10,256	19,811
34	360	Casing spacers - 8"	12 ea	520	445	113	558	1,078
35	360	Casing spacers - 12"	17 ea	996	852	217	1,069	2,065
36	360	Utility locate - underground	8 ea	403	345	88	433	836
37	360	Pipe removal - wastewater - 24" RCP	160 #	16,726	14,312	3,641	17,953	34,679
38	360	Pipe removal - wastewater - 18" & less	11,452 #	13,847	11,849	3,015	14,864	28,711
39	360	Fittings - sewer - DI	7 ton	13,617	11,652	2,964	14,616	28,233
40	360	Force main - 6" DI	357 #	3,571	3,056	777	3,833	7,404
41	360	Force main - 12" DI	1,468 If	19,984	17,100	4,351	21,451	41,435
42	360	Force main - 8" PVC	1,361 1	8,846	7,570	1,926	9,496	
43	360	Force main - 12" PVC	3,449 lf	30,499	26,097	6,640	32,737	18,342 63,236
44	360	Force main - 8" D	1,025 If	15,320	13,109	3,335	16,444	
45	360	Force main - 12" DI	1,277 #	22,356	19,129	4,867		31,764
45 46	360 360	Force main - 12 Di	644 K	£2,000	10,761	2,738	23,996 13,499	46,352 13,499
40 47	360	Force main - 12" PVC	978 #	11,808	10,104	2,738	12,675	24,483
48	360	Sewer valves - 8" Gate	5 68	1,700	1,455	370	1,825	3,525
49	360	Sewer valves - 0 Gale	9 68	5,000	4,279	1,089	5,368	10,368
49 50		Sewer valves - 12 Gate	4 ea	4,074	3,486	887		
	360	Sewer valves - 000 tapping Sewer valves - 12X8 tapping		4,074	3,889		4,373 4 878	8,447
51	360		1 ea 7 ea	8 847		989 1 830	4,878	4,878
52	360	Air relief valve	7 ea	8,817	7,544	1,920	9,464	18,281
53		Total sewer		198,176	184,225	46,872	231,097	429,273
54		Total Contract per Change Order No. 2		\$ 488,454	\$ 491,017	\$ 124,927	\$ 615,944	\$ 1,104,398



#### Aloha Utilities, Inc. Estimated Project Costs Seven Springs FDOT S.R. 54 Project

					Aloha Contract Costs			
Line	NARUC			DOT	Contract	Engineering, Accounting,	Total Aloha	Total Project
No.	Account	Description	Quantity	Contract	Cost	and Legal	Cost	Cost
55		tem Improvements (Additional Contract)						
56	363	Sewer service connections	1 ks		1,607	409	2,016	2,016
57	360	Utility locate - underground	4 ea		509	130	639	639
58	360	Pipe removal - 18" & less	1,573 lf		4,860	1,236	6,096	6,096
59	360	Fittings - sewer - DI	1 ton		5,191	1,321	6,512	6,512
60	360	Force main - 8" PVC	933 H		15,278	3,887	19,165	19,165
61	360	Force main - 8" DI	642 lf		24,199	6,157	30,356	30,356
62	360	Force main - 8" PVC	119 ¥		2,427	617	3,044	3,044
63	360	Sewer valves - 8" Gate	1 ea		859	219	1,078	1,078
64	360	Sewer valves - 8X8 tapping	1 ea		2,564	652	3,216	3,216
65	360	Air relief valve	2 ea	<u></u>	6,340	1,613	7,953	7,953
66		Total Per Contract		<u>\$0</u>	<u>\$ 63,834</u>	<u>\$ 16,241</u>	<u>\$ 80,075</u>	<u>\$ 80,075</u>
67		Total Water		290,278	306,792	78,055	384,847	675,125
<b>6</b> 8		Total Sewer		198,176	248,059	63,113	311,172	509,348
69				<u>\$ 488,454</u>	<u>\$ 554,851</u>	<u>\$ 141,168</u>	<b>\$ 6</b> 96,019	<u>\$ 1,184,473</u>

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Note: Copies reflecting the contract costs are included with this report as Attachment II

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## Aloha Utilities, Inc. Schedule of Additional Billing & Mailing Costs

Line No.	Description		Existing Costs	Proforma Costs		Increase	
1	Postage (Bulk Rate) per bill	\$	0.1800	\$	0.2740	\$	0.0940
2	Postcards (existing)(each)		0.0331			•	(0.0331)
3	New paper bill (each)				0.0127		0.0127
4			0.2131		0.2867		0.0736
5	Number of monthly bills	<del></del>	12,000		12,000		12,000
6	Monthiy cost - postage and bills		2,557		3,440		883
7	New envelopes (each)				0.0410		0.0410
8	Factor for 2 per bill				2		2
					0.0820	******	0.0820
9	Number of monthly bills			. <u></u>	12,000	<u> </u>	12,000
10	Monthly cost - new envelopes			<del>12</del>	984		984
11	Total monthly cost - postage, bills & envelopes		2,557		4,424		1,867
12	Monthly cost to lease stuffing & mailing machine				672		672
13	Total monthly costs		2,557		5,096		2,539
14		. <u></u>	12		12		12
15	Total annual costs	\$	30,684	<u>\$</u>	61,152	<u>\$</u>	30,468
16 17	Total increased costs are allocated on the ratio of as follows:	bills re	ndered in e	ach sys	stern, per So	chedul	e No. 13,
18		N	lumber			А	llocated
19			of Bills		Ratio		Cost
20	Aloha Gardens Water		37,494		14.34%	\$	4,369
21	Aloha Gardens Sewer		34,074		13.03%		3,970
22	Seven Springs Water		96,313		36.84%		11,224

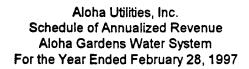
 Seven Springs Sewer
 93,576
 35.79%
 10,905

 Total
 261,457
 100.00%
 \$ 30,468

23

24

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Line No.		Number of Bills	Gallons Sold (000)	Existing Rates (1)	Annualized Revenue
1 2 3 4	<u>Residential - 5/8" x 3/4"</u> Base facility charges Gallonage charges	36,962	120,253	\$ 2.60 2.77	\$ 96,101 333,101 429,202
5 6 7 8 9	<u>General Service</u> <u>5/8" x 3/4"</u> Base facility charges Gallonage charges	297	864	2.60 2.77	772 2,393 3,165
10 11 12 13	1" Base facility charges Gallonage charges	83	1,536	6.51 2.77	540 4,255 4,795
14 15 16 17	<u>1 1/2"</u> Base facility charges Gallonage charges	32	1,477	13.02 2.77	417 4,091 4,508
18 19 20 21	2" Base facility charges Gallonage charges	48	1,515	20.83 2.77	1,000 <u>4,197</u> <u>5,197</u>
22 23 24 25	3" Base facility charges Gallonage charges	36	8,456	40.44 2.77	1,456 23,423 24,879
26 27 28 29	<u>6"</u> Base facility charges Gallonage charges	12	512	130.11 2.77	1,561 1,418 2,979
30 31 32 33	8" Base facility charges Gallonage charges	24	7,694	208.18 2.77	4,996 21,312 26,308
34	Total	37,494	142,307		<u>\$ 501,033</u>



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## Aloha Utilities, Inc. Schedule of Annualized Revenue Aloha Gardens Sewer System For the Year Ended February 28, 1997

Line No.		Number of Bills	Galions Sold (000)	Existing Rates (1)	Annualized Revenue
1 2 3 4	<u>Residential - all meter sizes</u> Base facility charges Gallonage charges (max of 10M)	33,598	105,642	\$ 11.03 4.45	\$ 370,586 470,107 840,693
5 6 7 8 9	<u>General Service</u> <u>5/8" x 3/4"</u> Base facility charges Gallonage charges	273	697	11.03 5.35	3,011 6,740
10 11 12 13	<u> </u>	63	1,413	27.58 5.35	1,738 7,560 9,298
14 15 16 17	<u>1 1/2"</u> Base facility charges Gallonage charges	32	1,477	55.14 5.35	1,764 
18 19 20 21	2" Base facility charges Gallonage charges	36	1,515	88.24 5.35	3,177 8,105 11,282
22 23 24 25	3" Base facility charges Gallonage charges	36	8,457	176.48 5.35	6,353 45,245 51,598
26 27 28 29	6" Base facility charges Galionage charges	12	512	551.50 5.35	6,618 2,739 9,357
30 31 32 33	8" Base facility charges Gallonage charges	24	6,795	882.39 <u>5.35</u>	21,177 36,353 57,530
34	Total	34,074	126,508		<u>\$    996,164</u>





## Aloha Utilities, Inc. Schedule of Annualized Revenue Seven Springs Water System For the Year Ended February 28, 1997

Line No.		Number of Bills	Gallons Sold (000)	Existing Rates (1)	Annualized Revenue
1 2 3 4	<u>Residential - 5/8" x 3/4"</u> Base facility charges Excess gallonage charges	94,402	477,018	\$ 7.12 1.27	\$ 672,142 605,813 1,277,955
5 6 7 8 9	<u>General Service</u> <u>5/8" x 3/4"</u> Minimum charges (3M) Excess gallonage charges	1,097	8,774	7.12 1.27	7,811 <u>11,143</u> 18,954
10 11 12 13	<u>1*</u> Minimum charges (8M) Excess gallonage charges	386	6,106	18.94 1.27	7,311 7,755 15,066
14 15 16 17	<u>1 1/2"</u> Minimum charges (15M) Excess gallonage charges	144	1,957	35.52 1.27	5,115 2,485 7,600
18 19 20 21	<u>      2"                              </u>	244	16,104	57.24 1.27	13,967 20,452 34,419
22 23 24 25	<u>3"</u> Minimum charges (48M) Excess gallonage charges	8	296	113.73 1.27	910 376 1,286
26 27 28 29	<u> </u>	32	1,745	275.27 1.27	8,809 2,216 11,025
30	Total	96,313	512,000		<b>\$ 1,366,305</b>

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## Aloha Utilities, Inc. Schedule of Annualized Revenue Seven Springs Sewer System For the Year Ended February 28, 1997

Line No.		Number of Bills	Gallons Sold (000)	Existing Rates (2)	Annualized Revenue
1	Residential - 5/8" x 3/4"				
2	Base facility charges	88,994		<b>\$</b> 22.73	\$ 2,022,834
3	Excess gallonage charges		N/A		
4					
5	General Service				
6	<u>5/8" x 3/4"</u>				
7	Minimum charges (3M)	842		22.73	19,139
8	Excess gallonage charges		4,891	2.92	14,282
9					33,421
10	1*				
11	Minimum charges (8M)	252		60.50	15,246
12	Excess gallonage charges		6,254	2.92	18,262
13					33,508
14					
15	Minimum charges (15M)	96		113.57	10,903
16	Excess gallonage charges		1,352	2.92	3,948
17					14,851
18	2"				
19	Minimum charges (24M)	222		181.69	40,335
20	Excess gallonage charges		4,382	2.92	12,795
21					53,130
22	6"				
23	Minimum charges (150M)	24		1135.54	27,253
24	Excess gallonage charges		3,375	2.92	9,855
25					37,108
26	8"				
27	Minimum charges (240M)	12		1816.83	21,802
28	Excess gallonage charges		-	2.92	0
29		<u></u>	<u></u>		21,802
30	Total	90,442	20,254		<u>\$ 2,216,654</u>
31	Notes: (1) Per 1996 indexed rate incr	ease. effective Auc	oust 30, 1996		•

Notes: (1) Per 1996 indexed rate increase, effective August 30, 1996.
(2) Requested Phase II rates in Docket No. 960615.

Copy of Court Order to Sever & Consolidate and Stipulated Final Judgement

> Copy of Original Joint Agreement and Change Order No. 1

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## IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR PASCO COUNTY, FLORIDA, CIVIL DIVISION

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STATE OF FLORIDA<br/>DEPARTMENT OF TRANSFORTATION<br/>Petitioner,CASE NO: 95-5646 CAVs.DIVISION: HGILMAN HACKEL, AS TRUSTEE, et al.<br/>Defendants.PARCEL(S): 108 and 109

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION Petitioner,

#### ٧B.

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MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, ET. AL., Defendants.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION Petitioner,

#### VS.

CHARLES TAYLOR AKA CHARLES S. TAYLOR, et al. Defendants.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION Petitioner,

#### ¥\$.

ALOHA UTILITIES, INC., A Florida Corporation, et al. Defendants. CASE NO: 95-3871-CA DIVISION: G PARCEL(S): 106/803/701

CASE NO: 95-4200

DIVISION: G

PARCEL(S): 105, 700, 805, 112 and 804

CASE NO: 95-4884

DIVISION: G

PARCEL(5): 115 and 116

STATE OF FLORIDA		
DEPARTMENT OF TRANSPORTATION Petitioner,	CASE NO:	95-580 <b>8</b>
vø,	DIVISION:	H
JAMES W. MITCBELL, ET AL. Defendants.	PARCELS:	100/110/111/113
/		
STATE OF FLORIDA Department of transportation Petitioner,	CASE NO:	95-5931 CA
•		
V\$.	DIVISION:	G
GUY N. PERENICH and ROBERT J. CARROLL, as Trustees of the Perenich and Carroll, P.A. Profit Sharing Plan and Trust and Defined Contribution Plan and Trust, et al. Defendants.	PARCEL	107

#### STIPULATED ORDER TO SEVER AND CONSOLIDATE THE INTEREST OF DEPENDANT, ALOHA UTILITIES, INC. AND STIPULATED FINAL JUDGMENT

THIS CAUSE having come on for consideration upon the Joint Motion made by the Patitioner, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, (herein referred to as the DEPARTMENT) and the Defendant, ALOHA UTILITIES, INC., (herein referred to as ALOHA) in Civil Action numbers 95-3871, 95-4200, 95-4884, 95-5646, 95-5808, 95-5931. It appearing to the Court that the parties were authorized to enter into such motion and the Court finding that the compensation to be paid by the Patitioner is full, just and reasonable for all parties concerned and the Court being otherwise fully advised in the premises, it is now therefore,

ORDERED AND ADJUDGED as follows:

1. As a result of the DEPARTMENT'S widening and relocation of State Road 54, ALOHA, will have to relocate and replace its utility lines.

2. ALOHA has been named as a Defendant in the above referenced lawsuits by virtue of the location of its utility lines and various property interests. 3. Severing ALOHA'S interests in the above referenced lawsuits and consolidating ALOHA'S interests into one lawsuit will avoid unnecessary costs and promote judicial economy.

4. The Motion to Sever and Consolidate the interests of Defendant, ALOSA UTILITIES, INC. is granted and said interests are hereby consolidated into one action in this Court and shall proceed under the style of <u>State of Florida Department of Transportation v.</u> <u>Gilman Hackel, as Trustee, et al.</u>, Case No. 95-5646.

5. That ALORA and the DEPARTMENT have agreed that the DEPARTMENT will pay the sum of one million seventy-six thousand three hundred seventy-six and 30/100 dollars (\$1,076,376.30) on behalf of ALOHA, in full payment for the relocation of its utility lines and facilities pursuant to applicable statute, rule or regulation and the terms of the Joint Project Agreement.

6. That as a condition of settlement of this lawsuit, the parties have executed a Joint Project Agreement and Utility Relocation Agreement. Said documents are attached hereto as composite exhibit A and shall be binding on the parties.

7. In addition to the obligations created by the Utility Relocation Agreement and the Joint Project Agreement, the DEPARTMENT agrees to pay ALOEA the sum of sixty-three thousand and 00/100 dollars (\$63,000.000) for all property interests taken, costs to cure and all other damages whatsoever.

8. That upon entry and within thirty (30) days of date of Final Judgment, the Petitioner shall deposit the additional sum of sixty-three thousand and 00/100 dollars (\$63,000.00) into the Registry of this Court.

9. That upon deposit into the Registry, the Clerk of this Court shall forthwith pay to SACHS & WERDINE, P.A., as attorneys for the Defendant, ALOHA UTILITIES, INC., the sum of sixty-three thousand and 00/100 dollars (\$63,000.00), and immediately upon issue by the Clerk of this Court, said payment shall be forwarded by U.S. Mail to Sachs & Werdine, P.A, 601 Bayshore Blvd., Suite 840, Tampa, Florida 33606.

10. That title to the following described property, to wit: Exhibit B

which vested in the Petitioner pursuant to the Order of Taking and deposit of money heretofore made, is hereby approved, confirmed and ratified. "11. That the Court retains jurisdiction in this cause to enforce the rights of the parties and pending a determination as to fees and costs to be paid on behalf of the Defendant.

DONE AND ORDERED at New Port Richey, Pasco County, Florida, this ____ day of _____, 1996.

ORIGINAL SIGNED

W. Lowell Bray, Jr. Circuit Judge MAR 04 1996

> W. LOACLE BRAY, JR. CIRCUIT JUDGE

#### JOINT MOTION

COME NOW the undersigned counsel for the Petitioner, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, and the Defendant, ALOHA UTILITIES, INC., a Florida Corporation, and move for entry of the foregoing Stipulated Order to Sever and Consolidate the Interest of Defendant, Aloha Utilities, Inc. and Stipulated Final Judgment.

Richard R. Vickers, Esquire Florida Bar No. 293210 Department of Transportation 11201 N. McKinley Drive Tampa, Florida 33612 (813) 975-5044 Attorney for Petitioner Dated: 213 96

Fred S. Werdine, Esquire Florida Bar No. 614483 Sachs & Werdine, P.A. 601 Bayshore Blvd., Suite 840 Tampa, Florida 33605 (813) 253-3755 Attorneys for Defendant, Aloha Utilities, Inc. Dated: 21396

Copies furnished to: Fred S. Werdine, Esquire Richard R. Vickers, Esquire Anthony V. Policastro, Esquire Michael H. Rosen, Esquire Debra W. Schiro, Esquire John N. Conrad, Esquire William M. Haapa, Jr., Esquire Emmett L. Battles, Esquire Ted Williams, Property Appraiser Mike Olson, Tax Collector

***END***



# DEPARTMENT OF TRANSPORTATION

11201 N. McKinley Drive, M/S 7-8202 N. G. WATTS Tampa, Florida 33612 (813) 975-6040 March 1, 1996

Aloha Utilities Mr. Pete Gavalas 2514 Aloha Place Holiday, FL 34691

 SECTION:
 14570-3515

 JPA NO.:
 14570-6516

 WP1 NO:
 7115970

 SR:
 54

 COUNTY:
 PASCO

 DESCRIPTION:
 ROWAN TO MITCHELL

Dear Mr. Gavalas,

We are enclosing your copy of the executed Joint Project Agreement and Change Order No. 1 for utility installation by Highway Contractor.

Thank you for your cooperation in this phase of the negotiation, and we will be keeping you abreast as the remaining phases take place.

If you have any questions regarding this project, don't hesitate to call me.

Respectfully,

Steven J. Tidwell District Utility Engineer

ohan

By: Stephanie S. Dreher Assistant Utility Engineer

form#23

Enclosure

xc: Marc Knapp, District Const. Services Engineer Brian McKishnie, Resident Construction Engineer Debbie Carraway, Office of the Comptroller Project File



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#### TATE OF FLORIDA DEPARTMENT OF TRANSPORT FION DIVISION OF PRECONSTRUCTION & DESIGN TILITY WORK ORDER CHANGE NO. <u>01a-Non-Reimbursable</u>

	WPI		PROJECT NUMBER	S.R.	COUNTY	PAR. & R/W #	FA	 P #						
7115			14570-3515/6516	54	PASCO	1 N/A	N/A	<u> </u>						
/113	<u> </u>		14370-3313/0310		TY AGENCY		19/8							
	ALOHA UTILITIES													
	<u> </u>					:Carting to the subject	4 T Tallia . A							
A.	1.		ncy is hereby authorized to observe cordingly, further described as:	the following chang	es in the plans and/or spec	incations to the subject	a Ounty Agreement, a	ind to perform such						
	Highway Contractor will adjust and/or relocate their facilities to nonconflicting locations. For details, see the attached Relocation Schedule													
	2. The item(s) of work covered by this Work Order Change is referenced to an Agreement 2/28/96 of record dated and no Supplemental Agreement is required.													
B.	1.	The Util	ity Relocation Work is to conform	to that shown by the	utility adjustment plans a	s:								
		a	ATTACHED											
		<b>a</b> . b. <u>X</u>	INCLUDED IN THE HIGHWA	AY CONTRACT PI	LANS									
	2.	Reimbur	sement for the cost of this Utility W	ork is to be in accor	rd with the provisions set f	orth in Administrative	Rule Chapter 14-46	as:						
		a. <u>X</u> b	NONREIMBURSABLE - Secti REIMBURSABLE - Section.01											
		··	(1) <u>x</u> Force Ac	count Method										
		- 18 - 810		rty Contract Method	!									
C.			ESTI	MATED COST O	F WORK DUE TO TH	IS CHANGE	1							
	ITEM	I NO.	ITEM	UNIT PRICE	WORK ELIM	INATED(-)	ADDITIONA	L WORK (+)						
					QUANTITY	AMOUNT	QUANTITY	AMOUNT						
			Estimate of relocation work					<b>578,66</b> 6.08						
			Mobilization (5%)					28,933.30						
			Maintenance of Traffic (2%)					11,573.32						
			Subtotal					619,172.71						
			CEA (5%)					30,958.64						
			Subtotal					650,131.34						
	Contingency (10%) 65,013													
			Construction Total					715,144.47						
Sub-T	otals				J	s	<u> </u>	715,144.47						
Net C	ost of Consta	ruction cha	inges, this order	••••••		.5		715,144.47						
Net T	otal Cost Co	nstruction	changes to date			.\$	3 715,144.47							
	act Amount ated Cost of		horized to date				<u>715,144,47</u> 715,144,47							

Examined as to provisions and participating items of cost:

96 Recommended: Jeh ょ she ٥  $\odot$ H Q

District Utility Coordinator

Approved:

District Utility Engineer

Approved: _____

Vice President Aloha Utilities, Inc. .

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF PRECONSTRUCTION & DESIGN OFILITY WORK ORDER CHANGE NO. <u>01b-Reimbursaute</u>

{	WPI		PROJECT NUMBER	<u>S.R.</u>	COUNTY	COUNTY PAR. & R/W # FAP #								
7115	970		14570-3515/6516	54	PASCO	1 N/A	N/A							
				UTILIT	Y AGENCY									
	ALOHA UTILITIES													
A.	1. The agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:													
	Highway Contractor will adjust and/or relocate their facilities to nonconflicting locations. For details, see the attached Relocation Schedule													
	2. The item(s) of work covered by this Work Order Change is referenced to an Agreement 2/28/96 of record dated and no Supplemental Agreement is required.													
В.	1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:													
		a. b. <u>X</u>	ATTACHED INCLUDED IN THE HIGHWA	AY CONTRACT PI	LANS									
	2.	Reimbur	sement for the cost of this Utility W	ork is to be in accor	d with the provisions set f	orth in Administrative	Rule Chapter 14-46 a	as:						
		a b. <u>x</u>	(2) Lump Su	(4)(b) count Method im Method										
			(3) Third Pa	rty Contract Method										
C.			EST	MATED COST O	F WORK DUE TO THI	IS CHANGE	1							
	ITEM	NO.	ITEM	UNIT PRICE	WORK ELIM	INATED(-)	ADDITIONA	L WORK (+)						
					QUANTITY	AMOUNT	QUANTITY	AMOUNT						
	Estimate of relocation work to be performed at Department expense													
Net C Cost o Net T Contra	Sub-Totals       \$ 1.013.376.30         Net Cost of Construction changes, this order       \$ 1.013.376.30         Cost of Construction changes, previously ordered       \$ 1.013.376.30         Net Total Cost Construction changes to date       \$ 1.013.376.30         Contract Amount       \$ 1.013.376.30         Estimated Cost of Work Authorized to date       \$ 1.013.376.30													

Examined as to provisions and participating items of cost:

3/1/96 Recommended: 0

District Utility Coordinator

96 Approved:

District Utility Engineer

Approved: _____

.

Vice President Aloha Utilities, Inc.

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PROJECT AGREEMENT UTIL: Y INSTALLATION BY HIGHWAY CONTRACTOR NONREIMBURSABLE

FORM 710-010-22 UTILITIES - 04/94 Page 1 of 5

WPI NO.	SECTION NO	SR	COUNTY	PAR NO	FAP
7115970	14570-3515/6516	54	PASCO		

THIS AGREEMENT, made and entered into this 28th day of <u>February</u>, 19<u>%</u>, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the FDOT, and Aloha Utilities, Inc., hereinafter referred to as UTILITY, an organization organized and existing under the laws of Florida, with its principal place of business in Holiday, County of Pasco, State of Florida.

## WITNESSETH:

WHEREAS, the FDOT is constructing, reconstructing or otherwise changing a portion of the State Highway System designated by the FDOT as State Project No. <u>14570-3515</u>, Road No. <u>54</u>, from <u>E. of Rowan Road</u> to <u>Mitchell Bypass</u>, which shall call for the adjustment, relocation and/or installation of the Utility's facilities along, over and/or under said highway; and

WHEREAS, the plans for the said construction, reconstruction or other changes to be made, as above described, have been reviewed by the FDOT and the UTILITY, said above described UTILITY relocation, hereinafter referred to as "Utility Work"; and

WHEREAS, the term "Cost of Utility Work" shall include the entire amount paid by the UTILITY properly attributable to such work; and

WHEREAS, the UTILITY has expressed its desire to assume all costs incurred by this Utility Work and has requested the FDOT to include in said Project certain plans and specifications to meet the UTILITY'S needs; and

WHEREAS, the FDOT and the UTILITY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT AGREEMENT, hereinafter referred to as "JPA," providing for such work;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The FDOT and the UTILITY shall participate in a JPA, the scope of which will cover only the UTILITY facility within the limits of the project as included in the plans and estimate of the FDOT contract, more specifically described as <u>water and sewer main installation</u>. The estimated cost of said project is \$1,728,521,28 including allowances; and the method of payment is specified in Exhibit "A" attached hereto and made a part hereof. <u>The itemized project cost is attached as</u> <u>composite Exhibit "B" and identifies the Utility cost of \$715,144,47 and FDOT expense \$1,013,376.84</u>.



2. The UTILITY will prepare, at its expense, the design and plans for all of the necessary Utility Work specified above, and will furnish to the FDOT no later than <u>February 5</u>, 1996, complete original plans, same as FDOT's contract plans, all suitable for reproduction by the FDOT, together with a complete set of specifications covering all construction requirements for the Utility Work. Final plans shall be complete in every detail and will include a "Summary of Quantities" sheet. It will be the responsibility of the UTILITY to coordinate the development of the Utility Work plans with the FDOT'S plans. The FDOT, upon request by the UTILITY, will furnish all available highway information required by the UTILITY for the development of the Utility Work plans; and the FDOT shall cooperate fully with the UTILITY to this end.

3. All of the work on the JPA is to be done according to the plans and specifications of the FDOT which plans and specifications are, by reference hereto, made a part hereof. The UTILITY will be responsible for verifying the accuracy of the FDOT'S underground survey information, and will also be responsible for any changes to the UTILITY'S plans made necessary by errors or omissions in the FDOT'S survey information as furnished to the UTILITY. All errors, omissions or changes in the design of the Utility Work will be the sole responsibility of the UTILITY. In any conflict between UTILITY and FDOT specifications, the FDOT'S specifications will govern.

All Utility Work covering facilities to be relocated to a position within the FDOT right of way will be accommodated in accordance with the FDOT "Utility Accommodation Manual."

4. The UTILITY, at its expense, will furnish all engineering inspection, testing and monitoring of the Utility Work, and will also furnish the FDOT'S engineer with progress reports for diary records, approved quantities and amounts for weekly, monthly and final estimates. All field survey control for the Utility Work will be furnished by the UTILITY under the supervision of the FDOT'S engineer. The coordination of the Utility Work with that of the FDOT contractor and other UTILITIES and/or their contractors will be the responsibility of the FDOT, and the UTILITY shall cooperate fully in this matter. All information required for Changes or Supplemental Agreements pertaining to the Utility Work shall be promptly furnished to the FDOT by the UTILITY upon the request of the FDOT.

5. The FDOT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinafter referred to, and shall receive all bids for and let all contracts for said Utility Work all at the sole expense of the UTILITY. All bids for said Utility Work shall be taken into consideration in the award of bid on the FDOT Project and the UTILITY shall have the right to review and reject any and all bids on the Utility Work. If said bids exceed the FDOT's estimated cost by more than ten percent (10%), the FDOT may elect to participate in the cost involved in the Utility Work. Such participation shall be limited to the difference between the FDOT's official estimate plus ten percent (10%) and the amount awarded for the Utility Work. In the event the FDOT does not elect to participate in the manner prescribed above and the bid is rejected by the UTILITY, then the UTILITY shall arrange, at its own expense, for the prompt construction of the Utility Work in accordance with the relocation schedule executed by the UTILITY. In the event the UTILITY elects this option, the UTILITY shall notify the FDOT of its intent and request the refund of the deposited funds. Upon the receipt of such notice, the FDOT shall amend the highway contract documents prior to award. The UTILITY shall cooperate with the FDOT'S contractor to schedule the sequence of the UTILITY'S work so as not to delay the work of the FDOT'S contractor. The UTILITY shall defend any legal claims of the FDOT'S contractor due to delays caused by the UTILITY'S failure to comply with their relocation schedule, and shall comply with all provision of the law and the FDOT "Utility Accommodation Manual." The UTILITY shall not be responsible for delays beyond its normal control.

6. All adjustments, relocations, repairs and incidentals required to be performed to the existing utilities within this project, not included in this contract, will be the sole responsibility of the UTILITY and will be handled under a separate agreement and utility relocation schedule. All such work is to be coordinated with the construction of this project and in a manner that will not cause delay to the FDOT contractor.

7. All services and work under the construction contract shall be performed to the satisfaction of the DISTRICT DIRECTOR OF OPERATIONS or designee, and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for Utility Work; the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes thereunder shall be final and conclusive upon the parties hereto.

8. The UTILITY agrees that it will, at least seven (7) days prior to the FDOT'S advertising the construction project for bid, furnish the FDOT an advance payment, including allowances, in the amount of \$715,144,47_for payment of said Utility Work. In the event that the actual bid amount plus allowances is greater than the amount previously provided, the UTILITY agrees that, within fourteen (14) calendar days of notification by the FDOT, it shall make an additional payment so that the total amount provided prior to award of the bid equals the bid amount plus allowances. If the accepted bid amount plus allowances is less than the deposit amount, the DEPARTMENT will refund the amount that the deposit exceeds the bid amount plus allowances if such refund is requested by the UTILITY. Both parties further agree that in the event final billing pursuant to the terms of this agreement is less than the advance payment, a refund of the excess will be made by the FDOT to the UTILITY and that in the event said final billing is greater than the advance payment, the UTILITY will pay the additional amount within forty (40) days from the date of the invoice.

The payment of funds as required above will be made as follows (choose one):

____ Directly to the FDOT for deposit into the State Transportation Trust Fund.

<u>x</u> Deposit as provided in the attached Memorandum of Agreement (Exhibit A) between UTILITY, FDOT, and the Florida Department of Insurance, Division of Treasury.

9. Upon completion and acceptance of the work, the UTILITY shall own, control, maintain and be responsible for all of its facilities, according to the terms of the utility permit. The UTILITY further agrees to comply with all provisions of the FDOT "Utility Accommodation Manual."

10. The UTILITY covenants and agrees that it shall, to the extent permitted by law, indemnify, defend, save and hold harmless the FDOT from any and all legal actions, claims or demands by any person or legal entity against the FDOT arising out of the joint participation in this Agreement. It is specifically understood and agreed that this indemnification does not cover or indemnify the DEPARTMENT for its own negligence or breach of contract.

11. Upon final payment to the contractor for the entire project, the FDOT shall, within one hundred eighty (180) days, furnish the UTILITY with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing will show the description and site of the project; the date on which the first work was performed or the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and

accounts billed can be audited. All cost records and accounts shall be subject to audit by a representative of the UTILITY within three (3) years after acceptance of the project. In the event final cost is less than the advance payment, the FDOT will refund the balance to the UTILITY. If the final cost exceeds the advance payment, the UTILITY will be invoiced for the balance. Upon receipt of the final invoice, the UTILITY will reimburse the FDOT in the amount of such actual cost within forty (40) days. The UTILITY shall pay an additional charge of 1% per month on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

12. The UTILITY shall pay the FDOT'S reasonable attorneys' fees and court costs if the FDOT prevails in litigation for the enforcement of the provisions of paragraphs 1, 8 or 12 of this Agreement.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

15. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

UTILITY:	Aloha Utilities. Inc.	
BY:	Alph Maper V.P.	
	(Title: <u>Vice-President</u> )	(SEAL)
ATTEST(s):	Corne Jurist	
	(Title: <u>Executive Assistant</u> )	
FDOT Approve	ed as to Form, Legality and Execution	

BY:

BY: Attorney

District Utility Engineer

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY:

27/96

(Title: Director of Production C

(SEAL)

ATTEST(s):

(Title: _

Exhibit A 5/92 Page 1 of 2

## EXHIBIT "A" MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this <u>29th</u> day <u>februar</u>, 199<u>6</u>, by and between the State of Florida, Department of Transportation, hereinafter referred to as "DOT" and the State of Florida, Department of Insurance, Division of Treasury, hereinafter referred to as "Treasurer" and Aloha Utilities, Inc., hereinafter referred to as the "Participant".

## WITNESSETH

WHEREAS, "DOT" is currently constructing the following project:	EB Ta
State Project No: <u>14570-3515/6516</u>	
F.A.P. No:	ATET ATET SEOU SEOU
W.P.I. No: <u>7115970</u>	
County: Pasco	- 01
hereinafter referred to as the "Project".	ORIDA DRIDA

WHEREAS, DOT and the Participant entered into a Joint Participation Agreement dated <u>February 28</u>, 199<u>6</u>, wherein DOT agreed to perform certain work on behalf of the Participant in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the DOT and the Participant if an escrow account were established to provide funds for the additional work performed on the Project on behalf of the Participant by DOT.

NOW THEREFORE, in consideration of the premises and the covenants contained herein the parties agree to the following:

1. An initial deposit in the amount of \$715,144.47 (Seven-hundred-fifteen-thousand, one-hundred-forty-four dollars and forty seven cents) will be made by the "Participant" into an escrow account. Said escrow account will be opened by DOT on behalf of the Participant in the name of the <u>Florida Department of Transportation</u> with the Department of Insurance, Division of Treasury, Bureau of Collateral Securities upon receipt of this Memorandum of Agreement. Such account will be opened and shall be deemed an asset of DOT.

Exhibit A 5/92 Page 2 of 2

2. Other deposits will be made only by the Participant as necessary to cover the cost of the water and sewer main work prior to the execution of any Supplemental Agreements.

3. All deposits shall be made payable to the <u>Department of Insurance</u>, <u>Revenue Processing</u> and mailed to the DOT Office of Comptroller for appropriate processing at the following address:

FLORIDA DEPARTMENT OF TRANSPORTATION Office of Comptroller (M.S. 24) 605 Suwannee Street Tallahassee, Florida 32399-0450 ATTN: JPA Coordinator

A copy of this Agreement shall accompany the deposits.

4. The DOT's Comptroller and/or his designees shall be the sole signatories on the escrow account with Department of Insurance and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the project as defined in the JPA.

6. The Treasurer agrees to provide written confirmation of receipt of funds to the DOT.

7. The Treasurer's Office further agrees to provide periodic reports to the DOT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COMPTROLLER

STATE OF FLORIDA DEPARTMENT OF INSURANCE DIVISION OF TREASURY

PARTICIPANT SIGNATURE

Stephen G. Watford 2514 Aloha Place PARTICIPANT ADDRESS Holiday, FL 34691

59-1299038

FEDERAL TAX I.D.

#### EXHIBIT "B" STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY ESTIMATE SUMMARY

WPI NO.	STATE PROJEC	<u>I NO.</u>	STATE RI	).	COUNTY	DOCN	10.	FAP NO.
7115970	14570-3516/65	16	54		PASCO			<u>`N/A</u>
			UTILITY	ow	NER			
			ALOHA UTI	LITIE	S, INC.			
	TYPE OF				X" in appropriate	box(es).)		
		ation/		(				
Engineeri	ing Instal	lation	Item(s)		· · · · · · · · · · · · · · · · · · ·			
	(	)	Force Acco Lump Sum	unt				
ίx΄	(	)	Third party	Contr	act			
( )	(	Ś	Broad Gaug	<u>ge</u>				
()	()	X)	DOT Admi					
()	(	)	Other					
ESTRATE	SUMMARY: (If more	then one	work order		"Total" Column	<u> </u>		
. ESTIMATE	SUMMART. (II III018	than one	work order - co	mpiere	lotal Column.)			
		Job or	Work Order		Job or Work Ord	er		
I	ltems(s)		eimbursable	)	No. (Non-Reimbu			Total
						·		
reliminary Engi	ineering	\$ 89.272.20					<u>\$ 89</u>	272.20
VW (Acquisition		10 048 00		·				
Construction Eng Construction Lab		42.048.00					42	.048.00
Aterials & Supr							<u></u>	
Aterials Handlin								
ransportation &	Equipment							
Contract Constru		954.	186.90				1.669.331.37	
fiscellaneous Ex	•					······	<u> </u>	
ieneral Overhea	d Costs %)	<u>~</u>						<u> </u>
(	70)							
ROSS RELOC	ATION COSTS:	_1.085	.507.10		715.144.47		1.800.651.57	
redits (-)								
Salvage	•	<u>.                                    </u>			۰ 	· · · · · · · · · · · · · · · · · · ·		
*Bettern		72	2.130.80					72.130.80
	d Service Life							
*Nonrei	imbursable	<del>~</del>			<u></u>	<u></u>		
OTAL CREDIT	rs:	(72	2.130.80	<u>)</u>	L	)	<u>(</u>	72.130.80
TOTAL REIMBURSABLE COSTS:			.376.30		<u>\$ 715,144,47</u>		\$1 775	3.521.77
*%	To be Applied to	<u>w1.010</u>	.5/0.50		<u>w / 12,1144,47</u>		<u>al./2</u> 3	
	Final Billing for							
	Credits Due Project.	<u>(                                    </u>		-2	<u></u>	<u> </u>		
		3		$\overline{\mathbf{x}}$				, , ,
<b>3MITTED FOR</b>	THE UTILITY OWNE	R BY: _	$\searrow$	$\sim$	$\neq$		DA	TE: 2/28/90

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# ENGINEER'S ESTIMATE OF PROBABLE COSTS

Project No. 14570-6516 W.P.I. No. 7115970

## EXHIBIT "B"

0404-01-22

08-Feb-96

S.R. 54 (Rowan F	Road to Mitch	ell Boulevard)				
1.	n.		۲۷.	V.	VI.	VII.
	TECH	DESCRIPTION	UNIT			TOTAL
PAY ITEM	SPEC	S.R. 54	OF		UNIT PRICE	(PAY QUANTITY)
NO.	SECTION	WATER AND WASTEWATER IMPROVEMENTS	MEASURE	QUANTITY	IN FIGURES	Col VI.x Col VII.
		WATER SYSTEM				
****	02080	WATER SERVICE CONNECTIONS	****	***	****	****
721-72		Water Service Connections	L.S.	1	10,000.00	10,000.00
****	02070	STEEL CASING	****	****	***	**44
730-76-213		Steel Casings, Jack and Bore, 24-inch	L.F.	351	109.00	38,259.0
730-77-07		Furnish and Install Casing Spacers, 12-inch pipe	EA.	42	70.00	2,940.0
	02006	SUBSURFACE UTILITY LOCATE	****	****	****	****
737-70- 1		Utility locate - underground	EA.	14	250.00	3,500.0
737-70- 2		Utility locate - under pavement	EA.	7	400.00	2,800.0
****	02030	PIPE REMOVAL, WATER MAIN		****	****	****
1600-600- 19		24" RCP Casing pipe (Plug & Place Out of Service)	L.F.	160	35.00	5,600.0
600-900-25		18-inch and Less	L.F.	13,528	9,30	125,810.4
4***	02080	FITTINGS, WATER	****	****	****	****
1611-140		Ductile Iron Fittings, Cement Lined	TON	21.1	5,100.00	107,610.0
****	02080	PIPE, WATER	****	****	64++	****
1612-130-709		2" PVC (Solvent Weld)((Service Casing)	L.F.	110	5.60	616.0
1613-140-720		10" Ductile Iron Pipe, CL 50, Push-on Joint	L.F.	427	30.00	12,810.0
1613-140-721		12" Ductile Iron Pipe, CL 50, Push-on Joint	L.F	7,136	32.00	228,352.0
1617-140-718		8" Ductile Iron Pipe, CL 50, Restrained Joint	L.F	165	40.00	6,600.0
617-140-720		10" Ductile Iron Pipe, CL 50, Restrained Joint	L.F.	1,115	43.00	47,945.0
617-140-721		12" Ductile Iron Pipe, CL 50, Restrained Joint	L.F.	5,454	45.00	245,430.0
619-170- 06		1" Polyethylene Tubing	L.F.	110	6.89	757.9
****	02080	VALVES, WATER	****	****	****	****
642-156- 16		6" Gate Valve, Resilient Seat, & Box	EA.	2	536.00	1,072.0
642-156- 18		8" Gate Valve, Resilient Seat, & Box	EA.	6	891.00	5,346.0
642-156- 20		10" Gate Valve, Resilient Seat, & Box	EA.	4	1,091.00	4,364.0
642-156- 21		12" Gate Valve, Resilient Seat, & Box	EA.	17	1,291.00	21,947.0

## **ENGINEER'S ESTIMATE OF PROBABLE COSTS**

Project No. 14570-6516

W.P.J. No. 7115970

S.R. 54 (Rowan Road to Mitchell Boulevard)

ł.	II. TECH	III. DESCRIPTION	IV. UNIT	V.	VI.	VII. TOTAL
PAY ITEM	SPEC	S.R. 54	OF		UNIT PRICE	(PAY QUANTITY)
NO.	SECTION	WATER AND WASTEWATER IMPROVEMENTS	MEASURE	QUANTITY	IN FIGURES	Col VI.x Col VII.
1643-111-106		8" x 8" Tapping Valve and Sleeve & Box	EA.	6	2,000.00	12,000.00
1643-111-113		12" x 8" Tapping Valve and Sleeve & Box	EA.	1	2,300.00	2,300.00
***	02080	FIRE HYDRANT	****	****	***	****
1644-133- 91		Fire Hydrant, Traffic Type, 5 1/4"	EA.	7	1,400.00	9,800.9
***	02080	WATER METER / BFP RELOCATION	4	****	****	• • • •
1645-800-		Meter Box, Relocate	EA.	2	350.00	700.00
1647- 1- 09		Air Release Assembly, (2"), Manual	EA.	6	1,000.00	6,000.00
1648-100- 9		2" Blowoff Assembly	EA.	9	250.00	2,250.00
1693-800-000		Service Connections	EA.	2	150.00	300.00
		SUB TOTAL WATER SYSTEM	/ : 	1		\$905,109.30
		WASTEWATER SYSTEM				
****	02081	SEWAGE SERVICE CONNECTIONS	****	****	****	****
721-73		Sewage Service Connections	L.S.	1	9,000.00	9,000.00
4###	02070	STEEL CASINGS	****	****	****	****
730- 76-113		Steel Casing, Furnish & Install, 24-inch	L.F.	58	109.00	6,322.00
730-76-209		Steel Casing, Jack & Bore, 16-inch	L.F.	148	130.00	19,240.00
730- 76-213		Steel Casing, Jack & Bore, 24-inch	L.F.	190	119.00	22,610.0
730-77- 05		Furnish and Install Casing Spacers, 8-inch pipe	EA.	12	65.00	780.00
730-77-07		Furnish and Install Casing Spacers, 12-inch pipe	EA.	17	70.00	1,190.00
****	02006	SUBSURFACE UTILITY LOCATE	****	****	****	****
737-70- 1		Utility locate - underground	EA.	8	250.00	2,000.00
****	02030	PIPE REMOVAL, WASTEWATER	****	****	****	***
1500-600- 19		24" RCP Casing Pipe (Plug & Place Out of Service)	L.F.	160	35.00	5,600.00
1500-900- 25		18-inch and Less	L.F.	11,452	6.44	73,750.88
****	02081	FITTINGS, SEWER	****	****		****
1511-120		Ductile Iron Fittings, Cement Lined	TON	6.6		33,000.00
***	02081	PIPE, FORCE MAIN	****	****	***	****
1513-120- 318		8" Ductile Iron Pipe, CL 52, Push-on Joint	L.F.	357	30.00	10,710.00

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08-Feb-96

EXHIBIT "B"

# **ENGINEER'S ESTIMATE OF PROBABLE COSTS**

EXHIBIT "B"

## , 0404-01-22

08-Feb-96

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Project No. 14570-6518

W.P.I. No. 7115970

S.R. 54 (Rowan Road to Mitchell Boulevard)

	^T		<u> </u>	11	VI.	VII.	
ι.	II. TECH	III. DESCRIPTION	IV. UNIT	V.	vi.	TOTAL	
PAY ITEM	SPEC	S.R. 54	OF		UNIT PRICE	(PAY QUANTITY)	
NO.	SECTION		MEASURE	QUANTITY	IN FIGURES	Col VI.x Col VII.	
1513-120- 321		12" Ductile Iron Pipe, CL52, Push-on Joint	L.F.	1,468	32.00	46,976.00	
1513-160-218		8" PVC, C900, DR18, Push-on Joint	L.F.	1,361	21.00	28,581.00	
1513-160-221		12" PVC, C900, DR18, Push-on Joint	L.F.	3,449		89,674.00	
1518-120- 318		8" Ductile fron Pipe, CL52, Restrained Joint	L.F.	1,025	40.00	41,000.00	
1518-120- 321		12" Ductile Iron Pipe, CL52, Restrained Joint	L.F.	1,277	45.00	57,465.0	
1518-160-218		8" PVC, C900, DR18, Restrained Joint	L.F.	759	31.00	23,529.00	
1518-160-221	1	12" PVC, C900, DR18, Restrained Joint	L.F.	1,018	40.00	40,720.00	
+***	02081	VALVES, SANITARY	****	-++++	****	****	
1542-116- 18		8" Gate Valve, Resilient Seat, & Box	EA.	6	891.00	5,346.00	
1542-116- 21		12" Gate Valve, Resilient Seat, & Box	EA.	9	1,291.00	11,619.00	
1543-111-106		8" x 8" Tapping Valve, Sleeve & Box	EA.	5	2,000.00	10,000.00	
1543-111-115		12" x 12" Tapping Valve, Sleeve & Box	EA.	1	2,500.00	2,500.00	
4###	02081	AIR RELIEF VALVE ASSEMBLY	44#4	****	****	****	
1544-110-		Air Relief Valve Assembly, (2"), Automatic	EA.	7	2,000.00	14,000.00	
	·	SUB TOTAL WASTEWATER SYSTEM :	<b>k</b>	1	l	\$555,612.88	
	<u> </u>	SUB TOTAL WATER SYSTEM + WASTEWATER SYSTEM:			I	\$1,460,722.18	
	I				1		
		LESS REIMBURSABLE (SIDE STREET "A"):				(\$159,480.4)	
	T	LESS REIMBURSABLE (MITCHELL RANCH ROAD):		· · · · · · · · · · · · · · · · · · ·	I	(\$722,575.70)	
	.L	SUBTOTAL ESTIMATED COST :			• • • • • • • • • • • • • • • • • • • •	\$578,666.08	
	1		Į				
	ļ	MOBILIZATION (5%)	ļ	<u> </u>	l	\$28,933.30	
MAINTENANCE OF TRAFFIC (2%)					ł	\$11,573.32	
	SUBTOTAL :					\$619,172.71	
		FDOT Construction Engineering & Admin. @ 5%		<u> </u>		\$30,958.64	
		SUBTOTAL			F	\$650,131.34	
	L	CONTINGENCY @ 10%				\$65,013.13 \$715,144.47	
:104041011221123.engla	104041011221123.englengest.wk4 CONSTRUCTION TOTAL:						

## ENGINEER'S ESTIMATE OF PROBABLE REIMBURSABLE COSTS for MITCHELL RANCH RD.

0404-01-22

Project No. 14570-6516

W.P.I. No. 7115970

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## S.R. 54 (Rowan Road to Mitchell Boulevard)

S.R. 54 (ROWall R			N.	V.	Vł.	VII.
ι.	H.	DESCRIPTION	UNIT	v.	Ψ١.	TOTAL
PAY ITEM	SHEET	S.R. 54	OF		UNIT PRICE	(PAY QUANTITY)
NO.	NO.	WATER AND WASTEWATER IMPROVEMENTS		QUANTITY	IN FIGURES	Col VI.x Col VII.
		"OLD" WATER SYSTEM				
****		WATER SERVICE CONNECTIONS		****	****	****
721-72		Water Service Connections	LS.	1	3,000.00	3,000.0
****		SUBSURFACE UTILITY LOCATE	4+++	****	****	****
737-70- 1		Utility locate - underground	EA.	2	250.00	500.00
737-70- 2	Í.	Utility locate - under pavement	EA.	1	400.00	400.00
****		PIPE REMOVAL, WATER MAIN	****	****	****	****
1600-900- 25		18-inch and Less	L.F.	4,484	9.30	41,701.20
1600-600- 19		24" RCP Casing pipe (Plug & Place Out of Service)	L.F.	160	35.00	5,600.00
****		FITTINGS, WATER	****	****	****	****
1611-140		Ductile Iron Fittings, Cement Lined	TON	4.9	5,100.00	24,990.00
****		PIPE, WATER	****	4+++	****	****
1613-140-721		12" Ductile Iron Pipe, CL 50, Push-on Joint	L.F.	3,005	32.00	96,160.00
1617-140-721		12" Ductile Iron Pipe, CL 50, Restrained Joint	L.F.	1,909	45.00	85,905.00
****		VALVES, WATER	****	****	****	***
1642-156- 18	1	8" Gate Valve, Resilient Seat, & Box	EA	2	891.00	1,782.00
1642-156- 21		12" Gate Valve, Resilient Seat, & Box	EA.	4	1,291.00	21,947.00
1643-111-106		8" x 8" Tapping Valve and Sleeve & Box	EA.	1	2,000.00	2,000.00
****		WATER METER / BFP RELOCATION	++++	****	****	****
1647- 1- 09	1	Air Release Assembly, (2"), Manual	EA.	1	1,000.00	1,000.00
1648-100- 9		2" Blowoff Assembly	EA.	1	250.00	250.00
	1	SUBTOTAL "OLD" WATER SYSTEM	1:	T		\$284,985.20
		"NEW" WATER SYSTEM		l		
****	1	WATER SERVICE CONNECTIONS	****		****	&+++

## 08-Feb-96

## ENGINEER'S ESTIMATE OF PROBABLE REIMBURSABLE COSTS for MITCHELL RANCH RD.

Project No. 14570-6516

W.P.J. No. 7115970

S.R. 54 (Rowan Road to Mitchell Boulevard)

0404-01-22

08-Feb-96

S.R. 34 [Ruwan Ru	au to macan					
I.	11.	1)).	IV.	٧.	VI.	VII.
		DESCRIPTION	UNIT			TOTAL
PAY ITEM	SHEET	S.R. 54	OF	OLIANITITY	UNIT PRICE	(PAY QUANTITY)
NO.	NO.	WATER AND WASTEWATER IMPROVEMENTS		QUANTITY	IN FIGURES	Col VI.x Col VII.
721-72		Water Service Connections	LS.	1	4,000.00	4,000.00
****		SUBSURFACE UTILITY LOCATE	****	****	****	****
737-70- 1		Utility locate - underground	EA.	3	250.00	750.00
737-70- 2		Utility locate - under pavement	EA.	1	400.00	400.00
****		PIPE REMOVAL, WATER MAIN	****	****	****	****
1600-900- 25		18-inch and Less	L.F.	5,103	9.30	47,457.90
***		FITTINGS, WATER	****	****	****	****
1611-140		Ductile Iron Fittings, Cement Lined	TON	4.6	5,100.00	23,460.00
****	1	PIPE, WATER	-+++	****	****	****
1617-140-718		8" Ductile Iron Pipe, CL 50, Restrained Joint	L.F.	115	40	6,600.00
1613-140-721		12" Ductile Iron Pipe, CL 50, Push-on Joint	L.F.	1,441	32.00	46,112.00
1617-140-721		12" Ductile Iron Pipe, CL 50, Restrained Joint	L.F.	1,581	45.00	71,145.00
****		VALVES, WATER		****	****	****
1642-156- 16		6" Gate Valve, Resilient Seat, & Box	EA.	1	536.00	1,072.00
1642-156- 21		12" Gate Valve, Resilient Seat, & Box	EA.	2	1,291.00	2,582.00
1643-111-106	1	8" x 8" Tapping Valve and Sleeve & Box	EA.	2	2,000.00	4,000.00
		WATER METER / BFP RELOCATION	****	****	****	****
1647- 1- 09		Air Release Assembly, (2"), Manual	EA.	1	1,000.00	1,000.00
1645-800-	T	Meter Box, Relocate	EA.	1	350.00	3 00
1648-100- 9		2" Blowoff Assembly	EA.	1	250.00	250.00
	1					
		SUBTOTAL "NEW" WATER SYSTEM				\$208,928.90
	T		1			
}	L	WASTEWATER SYSTEM	<b>!</b>	•		
****	1	SEWAGE SERVICE CONNECTIONS	****	****	****	****
721-73		Sewage Service Connections	LS.	1	4,500.00	4,500.00
121-13		STEEL CASINGS	****		****	++4+
730-76-113		Steel Casing, Furnish & Install, 24-inch	L.F.	58	109.00	6,322.00
1130-10-113	1	Dieci Vasiny, i dimor di notari, zimici				

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# ENGINEER'S ESTIMATE OF PROBABLE REIMBURSABLE COSTS for MITCHELL RANCH RD.

Project No. 14570-6516

W.P.I. No. 7115970 ----

08-Feb-96

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0404-01-22

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۱.	8.	III.	IV.	V.	VI.	VII.
-	(	DESCRIPTION	UNIT			TOTAL
PAY ITEM	SHEET	S.R. 54	OF		UNIT PRICE	(PAY QUANTITY
NO.	NO.	WATER AND WASTEWATER IMPROVEMENTS	MEASURE	QUANTITY	IN FIGURES	Col VI.x Col VII.
730-76-213		Steel Casing, Jack & Bore, 24-inch	L.F.	190	119.00	22,610.0
730-77-07	_	Furnish and Install Casing Spacers, 12-inch pipe	EA.	29	70.00	2,030.0
****		SUBSURFACE UTILITY LOCATE	****	****	****	****
737-70- 1	_	Utility locate - underground	EA.	5	250.00	0.0
****		PIPE REMOVAL, WASTEWATER	****	****	****	4444
1500-900- 25		18-inch and Less	L.F.	4,632	9.30	43,077.6
1600-600- 19		24" RCP Casing pipe (Plug & Place Out of Service)	L.F.	160	35.00	5,600.0
****		FITTINGS, SEWER	****	****	****	****
1511-120		Ductile Iron Fittings, Cement Lined	TON	5.0	5,000.00	25,000.0
****		PIPE, FORCE MAIN	****	****	****	
1513-120-321		12" Ductile Iron Pipe, CL 52, Push-on Joint	L.F.	791	32.00	25,312.0
1518-120- 321		12" Ductile Iron Pipe, CL52, Restrained Joint	L.F.	314	45.00	14,130.0
1518-160-221		12" PVC, C900, DR18, Restrained Joint	L.F.	1,398	40.00	55,920.0
1513-160-221	j	12" PVC, C900, DR18, Push-on Joint	LF.	2,596	26.00	67,496.0
****		VALVES, SANITARY	****	****	****	****
1542-116- 18		8" Gate Valve, Resilient Seat, & Box	EA.	1	891.00	891.0
1542-116-21		12" Gate Valve, Resilient Seat, & Box	EA.	5	1,291.00	6,455.0
1543-111-115		12" x 12" Tapping Valve, Sleeve & Box	EA.	2	2,500.00	5, 0
****	1	AIR RELIEF VALVE ASSEMBLY	****	****	****	****
1544-110-		Air Relief Valve Assembly, (2"), Automatic	EA.	3	2,000.00	6,000.0
	T	SUBTOTAL WASTEWATER SYSTEM	:	T		\$291,593.6
		SUBTOTAL WATER SYSTEM + WASTEWATER SYS	EM ·			\$785,507.7
						4100,001.1
		LESS BETTERMENT	•			(\$62,932.0
104041011221123.ENG1pi-mkm	WKA	TOTAL ESTIMATED REIMBURSABLE COST (MITCHELL R	ANCH ROAD)	:		\$722,575.7

# ENGINEER'S ESTIMATE OF PROBABLE REIMBURSABLE COSTS for SIDE STREET "A"

### Project No. 14570-6516

W.P.I. No. 7115970

S.R. 54 (Rowan Road to Mitchell Boulevard)

O.R. OT (NOWARTIN										
t.	II.	NI.	<i>I</i> V.	V.	VI.	VII.				
	TECH	DESCRIPTION	UNIT	4		TOTAL.				
PAYITEM	SPEC	S.R. 54	OF		UNIT PRICE	(PAY QUANTITY) Col VI.x Col VII.				
NO										
****	T	WATER SYSTEM	T							
	02080	WATER SERVICE CONNECTIONS		****	****	£***				
721-72		Water Service Connections	LS.	1	2,000.00	2,000.00				
****	02070	STEEL CASING	****	****	****					
730-76-213		Steel Casings, Jack and Bore, 24-inch	L.F.	68	109.00	7,412.00				
730-77-05		Furnish and Install Casing Spacers, 8-inch pipe	EA.	6	65.00	390.00				
****	02006	SUBSURFACE UTILITY LOCATE	****	****	****	****				
737-70- 1		Utility locate - underground	EA.	3	250.00	750.00				
737-70- 2		Utility locate - under pavement	EA.	2	400.00	800.00				
4484	02030	PIPE REMOVAL, WATER MAIN		****	****	****				
1600-900- 25		18-inch and Less	L.F.	830	9.30	7,719.00				
****	02080	FITTINGS, WATER	****	****	***	****				
1611-140		Ductile Iron Fittings, Cement Lined	TON	1.4	5,100.00	7,140.00				
****	02080	PIPE, WATER	****	****	***	****				
1613-140-718		8" Ductile Iron Pipe, CL 50, Push-on Joint	LF.	180	37.93	6,827.40				
1617-140-718		8" Ductile Iron Pipe, CL 50, Restrained Joint	L.F.	980	47.93	46,971.40				
****	02080	VALVES, WATER	****	****	****					
1642-156- 21		12" Gate Valve, Resilient Seat, & Box	EA.	2	891.00	1,782.00				
1643-111-115		12" x 12" Tapping Valve and Sleeve & Box	EA.	2	2,000.00	4,000.00				
****	02080	WATER METER / BFP RELOCATION	****	****	****	****				
1647- 1- 09		Air Release Assembly, (2"), Manual	EA.	1	1,000.00	1,000.00				
	_i									
		SUBTOTAL WATER SYSTEM	÷	T		\$86,791.80				
		WASTEWATER SYSTEM			L					
****	02081	SEWAGE SERVICE CONNECTIONS	****	****	****	****				
721-73		Sewage Service Connections	LS.	1	3,000.00	3,000.00				
			and the second sec							

08-Feb-96

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## ENGINEER'S ESTIMATE OF PROBABLE REIMBURSABLE COSTS for SIDE STREET "A"

Project No. 14570-6516

W.P.I. No. 7115970

S.R. 54 (Rowan Road to Mitchell Boulevard)

۱.	11.	101.	IV.	V.	VI.	VII.		
	TECH	DESCRIPTION	UNIT			TOTAL		
PAY ITEM	SPEC	S.R. 54	OF		UNIT PRICE	(PAY QUANTITY)		
NO.	SECTION	WATER AND WASTEWATER IMPROVEMENTS	MEASURE		IN FIGURES	Col VI.x Col VII.		
****	02070	STEEL CASINGS	****	****	****	****		
730- 76-209		Steel Casing, Jack & Bore, 16-inch	L.F.	68	8,840.00			
730-77-05		Furnish and Install Casing Spacers, 8-inch pipe	EA.	6	65.00	390.00		
****	02006	SUBSURFACE UTILITY LOCATE	****	****	****	****		
737-70- 1		Utility locate - underground	EA.	3	250.00	750.00		
****	02030	PIPE REMOVAL, WASTEWATER	****	****	****	****		
1500-900- 25	1	18-inch and Less	L.F.	785	6.44	5,055.40		
****	02081	FITTINGS, SEWER	****	****	****	****		
1511-120		Ductile Iron Fittings, Cement Lined	TON	1.0	5,000.00	5,000.00		
****	02081	PIPE, FORCE MAIN	****		****	****		
1513-120-318		8" Ductile Iron Pipe, CL 52, Push-on Joint	L.F.	205	30.00	6,150.00		
1518-120-318		8" Ductile Iron Pipe, CL52, Restrained Joint	L.F.	980 40.00		39,200.00		
1518-160-218		8" PVC, C900, DR18, Restrained Joint	L.F.	120	31.00	3,720.00		
****	02081	VALVES, SANITARY	****	****	****	***		
1542-116- 18		8" Gate Valve, Resilient Seat, & Box	EA.	2	891.00	1,782.00		
1543-111-106		8" x 8" Tapping Valve, Sleeve & Box	EA.	2	2,000.00	4,000.00		
****	02081	AIR RELIEF VALVE ASSEMBLY	****	****	****	4945		
1544-110-		Air Relief Valve Assembly, (2"), Automatic	EA.	2	2,000.00	4,000.		
		SUBTOTAL WASTEWATER SYSTEM :			L	\$81,887.40		
	<u> </u>							
		SUBTOTAL WATER SYSTEM + WASTEWATER SYSTEM :	· · · · · · · · · · · · · · · · · · ·	······	······	\$168,679.20		
		LESS BETTERMENT				(\$9,198.80)		
		LESS BEITERMENT				(43,130.00)		
G:104041011221123.ENG1ENG\$	RMB.WK4	TOTAL ESTIMATED REIMBURSABLE COST (SIDE STREE	["A"]:			\$159,480.40		

) ) ) ]

0404-01-22

08-Feb-96



WPI NO.	STATE PROJECT NO.	STATE RD.	COUNTY	DOC NO.	FAP NO.
7115970	14570-3515/6516	54	PASCO	1	

THIS AGREEMENT, made and entered into this ______ 28th _____ day of February

_____, 199<u>6</u>, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Aloha Utilities, Inc., with its principal place of business in the City of Holiday, County of Pasco, State of Florida, hereinafter referred to as UTILITY OWNER.

#### WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the State Highway System designated by the DEPARTMENT as State Project No. <u>14570-3515</u>, Road No. <u>54</u>, from <u>East of Rowan Road</u> to <u>Mitchell Bypass</u>, hereinafter referred to as the "Project", which shall call for the location (vertically and horizontally), protection and/or relocation and adjustment of the UTILITY OWNER's facilities on said Project, hereinafter referred to as "Relocation Work"; and

WHEREAS, the plans for the said construction, reconstruction or other changes to be made have been reviewed by the DEPARTMENT and the UTILITY OWNER.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The UTILITY OWNER agrees to make or cause to be made all arrangement for this Relocation Work at the DEPARTMENT's expense and in accordance with the plans, designs and specifications of the DEPARTMENT for the construction or reconstruction of the Project and the provisions of the DEPARTMENT's current Utility Accommodation Manual, which, by reference, is made a part of this Agreement.

2. Except as provided at paragraph 5(e), the UTILITY OWNER agrees to perform all Relocation Work with its own forces or by a contractor paid under a contract let by the UTILITY OWNER, subject to any applicable rights of the Federal Highway Administration with the cost of all improvements made during this Relocation Work by the UTILITY OWNER subject to the DEPARTMENT's obligation for reimbursement, and as to cause no delay to the DEPARTMENT or its contractor in the prosecution of the Project, and all such Relocation Work shall be done under the direction of the DEPARTMENT's engineer. The UTILITY OWNER agrees that it will be directly responsible for handling any legal claims that the Project contractor may initiate due to delays caused by the Relocation Work; provided, however, the UTILITY OWNER shall not be responsible for delays beyond its control.

3. The UTILITY OWNER agrees to locate (vertically and horizontally), and protect its facilities throughout the Project's life. The UTILITY OWNER also agrees to relocate its facilities upon the DEPARTMENT's right-of-way according to the terms of the relocation schedule and the DEPARTMENT's utility permit.

4. The UTILITY OWNER accepts sole responsibility for obtaining all Federal and/or State permits required for this Relocation Work.

5. The UTILITY OWNER agrees to fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Relocation Work covered by this agreement, and such compliance will be governed by the method checked and described hereafter:

□ (a) The UTILITY OWNER will perform all or part of such Relocation Work by a contractor paid under a contract let by the UTILITY OWNER, and the Appendix "A" of Assurances attached to this agreement will be included in said contract let by the UTILITY OWNER.



- (b) The UTILITY OWNER will perform all of its Relocation Work entirely with UTILITY OWNER's forces, and Appendix "A" of Assurances is not required.
- □ (c) The Relocation Work involved is agreed to by way of just compensation for the taking of the UTILITY OWNER's facilities on right-of-way in which the UTILITY OWNER holds a compensable interest, and Appendix "A" of Assurances is not required.
- (d) The UTILITY OWNER will perform all such Relocation Work entirely by continuing contract, which contract to perform all future Relocation Work was executed with the UTILITY OWNER's contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.



(e) The UTILITY OWNER will perform all of such "Relocation Work" with the Department's Contractor, under the terms of the Joint Project Agreement Installation by Highway Contractor and Appendix "A" of Assurances is not required and provisions of this agreement inconsistent with Department performance of the relocation work do not apply.

6. The DEPARTMENT agrees to reimburse the UTILITY OWNER for these engineering costs incurred by it in the relocation and/or adjustment of said facilities, in accordance with the provisions set forth in DEPARTMENT procedures. It is understood and agreed by the parties that preliminary engineering costs not incorporated in the UTILITY OWNER's plans and estimates, as approved by the DEPARTMENT, shall not be subject to payment by the DEPARTMENT.

7. Attached and made a part of this agreement are plans and specifications of the Relocation Work to be performed by the UTILITY OWNER pursuant to the terms of this agreement, and an estimate of the cost in the amount of \$1.013.376.80. All Relocation Work performed by the UTILITY OWNER pursuant hereto, shall be performed according to these plans and specifications as reviewed by the DEPARTMENT. All Relocation Work covering facilities to be relocated to a position within the DEPARTMENT's right-of-way will be accommodated in accordance with the provisions of the DEPARTMENT's current "Utility Accommodation Manual".

8. All labor, services, materials, and equipment furnished by the UTILITY OWNER in carrying out the Relocation Work shall be billed by the UTILITY OWNER directly to the DEPARTMENT. Separate records as to the cost of contract bid items and force account items performed for the UTILITY OWNER shall also be furnished by the UTILITY OWNER to the DEPARTMENT.

- 9. The method to be used in calculating the cost of relocation and/or adjustment shall be as and specified below:
- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the UTILITY OWNER and approved by the DEPARTMENT.
- □ (c) An agreed lump sum of \$_____, as supported by a detailed analysis of estimated costs attached hereto. (Note: This method is not applicable where the estimated cost of the Relocation Work exceeds \$100,000.00)

10. If the new facility will remain in useful service, or if an entirely new facility is constructed and the old facility retired, credit for expired service life applies, and is <u>\$0.00</u> (estimated - actual).

11. If upgrading and/or non-reimbursable Relocation Work is involved at the option of the UTILITY OWNER, then credit against the cost of the project is required and will be determined as follows:

- (a) _____% will be applied to the final billing of Relocation Work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (non-reimbursable segments).
- (b) All Relocation Work involving nonreimbursable segments will be performed by special utility work or job order number apart and separate from reimbursable Relocation Work; such work or job order number to be _____. The UTILITY OWNER further agrees to clearly identify such work areas in the UTILITY OWNER's plans and estimates for the Relocation Work covered by this agreement.

(c) <u>\$72,130.80</u> will be credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accordance with Article 8.(c) herein above.

12. It is specifically agreed by the DEPARTMENT and the UTILITY OWNER that the DEPARTMENT shall receive fair market value credit for any salvage which shall accrue to the UTILITY OWNER as a result of the above Relocation Work. It is the UTILITY OWNER's responsibility to ensure recovery of salvageable materials and to report the fair market value of same to the DEPARTMENT.





13. The UTILITY OWNER may submit prior to the completion of the Relocation Work three (3) copies of its partial billing of all costs incurred for the period covered by the billing. The DEPARTMENT requires thirty (30) days after the receipt of a detailed invoice to approve goods and services received under this agreement. The DEPARTMENT will retain ten (10%) percent of such partial billings.

(a) The UTILITY OWNER agrees to submit invoices to the DEPARTMENT for payment of all Relocation Work within one hundred and eighty (180) days after final acceptance of the Relocation Work. The UTILITY OWNER acknowledges that it waives all rights and interests to payments pursuant to invoices submitted more than one hundred and eighty (180) days after final acceptance of the Relocation Work. The UTILITY OWNER also acknowledges that the DEPARTMENT does not waive its right to reject future untimely invoices by acceptance and payment of any invoices not submitted within one hundred and eighty (180) days after final acceptance of the Relocation Work.

(b) The UTILITY OWNER agrees to furnish the DEPARTMENT three (3) copies of its final and complete billing of all costs incurred in connection with the Relocation Work performed hereunder, in the order of items contained in the estimate attached hereto. Upon the UTILITY OWNER failure to submit proper billing, the DEPARTMENT may, at its discretion, audit the UTILITY OWNER's records and thereby determine the reimbursable amount. The totals for labor, overhead, travel expenses, transportation, equipment, materials and supplies, handling costs and all other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bill in relative position with the charge for the replacement or the original charge for temporary use.

(c) Billings shall show the description and site of the project; the date on which the first Relocation Work was performed, or if preliminary engineering of right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the UTILITY OWNER's records, accounts, and other relevant documents. All costs records and accounts shall be maintained in the auditable condition for a period of three years after final payment is received by the UTILITY OWNER and shall be subject to audit by a representative of the DEPARTMENT at any reasonable time during this three year period.

14. The UTILITY OWNER agrees it shall obtain written approval from the DEPARTMENT prior to performing Relocation Work which exceeds the estimated costs. The provisions of subsection 339.135(6)(a), F.S., are made a part of this contract. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.

(a) A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof. A provision that bills for any travel expenses be submitted in accordance with s. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061. A provision allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119 and made or received by the contractor in conjunction with the contract.

(b) The UTILITY OWNER shall be aware of the following time frames. Upon receipt, the DEPARTMENT has thirty (30) working days to inspect and approve the goods and services. The DEPARTMENT has thirty (30) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The thirty (30) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

(c) If a payment is not available within forty (40) days, a separate interest penalty, as established pursuant to 215.422 Florida Statute, will be due and payable in addition to the invoice amount, to the UTILITY OWNER. Interest penalties of less than one (1) dollar will not be enforced unless the UTILITY OWNER requests payment. Invoices which have to be returned to the UTILITY OWNER because of UTILITY OWNER's preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.





(d) No executive branch public officer or employee shall enter into any contract on behalf of the state, which contract binds the state or its executive agencies for the purchase of services or tangible personal property for a period in excess on one (1) fiscal year, unless the following statement is included in the contract: "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature."

(e) A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling State Comptroller's Hotline, 1-800-848-3792.

15. The UTILITY OWNER shall maintain the Relocation Work in good repair in accordance with the DEPARTMENT's current Utility Accommodation Manual.

16. The DEPARTMENT shall furnish the UTILITY OWNER with all necessary construction plans that are required by the UTILITY OWNER to facilitate the Relocation Work. The UTILITY OWNER's plans, maps, or sketches showing the Relocation Work are made a part hereof by reference.

17. The UTILITY OWNER covenants and agrees that should the DEPARTMENT allow any of the UTILITY OWNER's existing facilities to be placed out of service rather than be removed, then the UTILITY OWNER agrees that it will, to the extent permitted by law, indemnify, defend, save, and hold harmless the DEPARTMENT and all of the DEPARTMENT's officers, agents, and employees from any claim, loss, damage, costs, charge or expense which may arise as a result of this action including, but not limited to causes arising out of any future removal of the said facility.

18. To the extent provided by law the UTILITY OWNER shall indemnify, defend, save harmless and exonerate the DEPARTMENT, its officers, agents and employees of and from all liability, claim, loss, damage, cost, charge, expense and demands arising out of the Relocation Work undertaken by the UTILITY OWNER, its employees, agents, representatives, or subcontractors due in whole, or in part to conditions, actions, or omissions done or committed by the UTILITY OWNER, subcontractors, employees, agents or representatives. It is specifically understood and agreed that this indemnification does not cover or indemnify the DEPARTMENT for its own negligence or breach of contract.

19. The UTILITY OWNER agrees to inform the DEPARTMENT's engineer in writing when it starts, stops, resumes and finishes the Relocation Work.

-20. This agreement shall remain in full force and effect until cancelled, and may be cancelled by either party upon (60) days written-



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

UTILITY: Aloha Utilities, Inc. _____ BY: (Title: Vice-President ATTEST(s):

DATE: 2/13/96

(SEAL)

Recommend Approval by the District Utility Office

1-xe

BY:

BY: C

ATTEST(s):

FDOT Approved as to Form and Legality

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

(Title: Executive Secretary

BY:

(Title:

District General Counsel

)

DATE:

23/96 DATE:

DATE: 2/27/

(SEAL)

DATE: _____

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

(Title District Director of Production

____ BY: (Title: ______ 

t

RECYCLED PAPER

## Work Order Change No. 2 and Related Documentation of Total Bid Costs

Copy of Additional Contract with Change Order and Engineering Expenses

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August 5, 1996

Mr. Henry Humbert Assistant Utility Engineer Florida Department of Transportation 11201 N. McKinley Drive M/S 7-820 Tampa, FL 33612

RE: SR54 Project - Change Orders

Dear Mr. Humbert:

Please find enclosed four executed Utility Work Change Order #2. This should complete all the necessary paperwork to have the refund previously requested to be reimbursed to Aloha Utilities. Your prompt assistance in this matter is greatly appreciated.

Sincerely,

ALOHA UTRLITIES, INC. Istafand, UP. Stephen G. Watford

Stephen G. Wattor Vice President

SGW/ck

encl.

letters/dot96/change



# **DEPARTMENT OF TRANSPORTATION**

11201 N. McKinley Drive, M/S 7-820 BENG. WATTS Tampa, Florida 33612 (813) 975-6040 April 18, 1996

Aloha Utilities, Inc. Mr. Stephen Watford 2514 Aloha Place Holiday, FL 34691

 SECTION:
 14570-3515

 J.P.A. NO:
 14570-6516

 WPI NO:
 7115970

 SR:
 54

 DESCRIPTION:
 ROWAN TO MITCHELL BYPASS

Dear Mr. Watford,

In reference to the above project, please find enclosed one (1) copy of the bid tabs for your review and acceptance along with four (4) Utility Work Order Change No. 2. If you are in agreement with the low bid amount, please be prepared to submit the following by no later than April 26, 1996.

1) Letter from Aloha Utilities, Inc. accepting the low bid amounts with 5% Mobilization, 2% Maintenance of Traffic, 5% Construction, Engineering and Administration charges, and 10% Contingency.

Acceptance of the low bid amounts include the following: Bid amount of \$399,039.58, 5% Mobilization of \$19,951.98, 2% Maintenance of Traffic of \$7,980.79, 5% CEA of \$21,348.62, and 10% Contingency of \$42,697.24. These amounts bring the grand total of the Joint Project Agreement to \$491,018.21. Your original estimate and account balance of \$715,144.47 is greater than the new amount. It is recommended that Aloha Utilities, Inc. elect to keep the difference in the account to accommodate any additional work that may exceed your 10% contingency amount. If Aloha elects not to keep the excess in the account, please advise this office in writing of your request for the excess amount of \$224,126.26 to be returned.

2) Four copies of the attached Work Order Change No. 2 with original signatures on each copy.

Your cooperation will be greatly appreciated and if I can be of any assistance please advise.

Respectfully,

Steven J. Tidwell District Utility Engineer

Formani S. Sucher

By: Stephanie S. Dreher Assistant Utility Engineer

FORM#32

xc: Project File



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# DIVISION OF PRECONSTRUCTION & DESIGNATION

	UTILITY WORK ORDER CHANGE NO. 62														
<u> </u>	WPI	PROJECT NUMBER	\$.R.	COUNTY	PAR & R/W#	FA	P#								
	7115970	14570-3515/6516	1	N/A											
	UTILITY AGENCY														
	ALOHA UTILITIES														
٨	<ol> <li>The agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:</li> </ol>														
	This Original Joint Project Agreement installation by Highway Contractor(at Utility's expense) estimated for <u>\$715,144.47</u> . This Work Order Change No. 2 is to increase/decrease the amount to <u>\$491,018.21</u> . This includes 5% Mobilization, 2% Maintenance of Traffic, 5% CEA and 10% Contingency.														
	2. The item(s) of work covered by this Work Order Change is referenced to an Agreement 02-28-96 of record dated and no Supplemental Agreement is required.														
В.	1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:														
	ATTACHED     D     X     INCLUDED IN THE HIGHWAY CONTRACT PLANS														
	<ol> <li>Reimbursement for the cost of this Utility Work is to be in accord with the provisions set forth in Administrative Rule Chapter 14-46 as:</li> </ol>														
	<ul> <li>Reimoursement for the cost of this Utility work is to be in accord with the provisions set forth in Administrative Rule Chapter 14-46 as:</li> <li>a. X NONREIMBURSABLE - Section 01(4)(a)</li> </ul>														
	b REIMBURSABLE - Section.01(4)(a) (1) Force Account Method														
		(2) Lump Su	im Method rty Contract Method												
C.															
<u> </u>	ITEM NO.	ITEM	UNIT PRICE	F WORK DUE TO TH											
	memino.		UNIT PRICE	WORK ELIM		ADDITIONAL WORK (+)									
				QUANTITY	AMOUNT	QUANTITY	AMOUNT								
		Original estimate relocation of water and sewer mains			715,144.47										
		Actual Bid Total charge relocation of water and sewer mains					200.000.00								
							399,039.58								
		Mobilization 5%					19,951.98								
		Maintenance of Traffic 2%					7,980.79								
		Subtotal					426,972.35								
		CEA 5%					21,348.62								
		Contingency 10%					42,697.24								
Net C Cost c Net T Contra	Grand Total       \$         715.144.47       \$491.018.21         Net Cost of Construction changes, this order       \$         224.126.26       \$         -0-         Cost of Construction changes, previously ordered       \$         -0-       \$         715.144.47         Net Total Cost Construction changes to date       \$         491.018.21       \$         -0-         Contract Amount       \$         \$         5.144.47       \$         \$         491.018.21         Estimated Cost of Work Authorized to date       \$         \$         \$         491.018.21       \$         -0-														

Examined as to provisions and participating items of cost:

Recommended:

Approved:

Letterfor. Approved; 8-2-96

**District Utility Coordinator** 

District Utility Engineer

Aloha Utilities, Inc.

#### TE OF FLORIDA DEPARTMENT OF TRANSPOR DIVISION OF PRECONSTRUCTION & DESIG UTILITY WORK ORDER CHANGE NO. 02 Reimbursable

-		UTILIT	Y WORK ORDER	<u>CHANGE NO. 02</u>	eimbursable									
	WPI	PROJECT NUMBER	S.R.	COUNTY	PAR. & R/W #	FA	P#							
	7115970	14570-3515/6516	54	PASCO	N/A	N	<u>'A</u>							
			UTILII	Y AGENCY										
			ALOHA	UTILITIES										
A.		ency is hereby authorized to observe coordingly, further described as:	the following chang	es in the plans and/or spec	ifications to the subjec	t Utility Agreement, a	ind to perform such							
	This Change Order to the file is to document the decrease in state funds needed based on the actual reimbursable bid amount.													
	2. The item(s) of work covered by this Work Order Change is referenced to an Agreement 2-28-96 of record dated and no Supplemental Agreement is required.													
В.	1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:													
	a ATTACHED bX INCLUDED IN THE HIGHWAY CONTRACT PLANS													
	<ol> <li>Reimbursement for the cost of this Utility Work is to be in accord with the provisions set forth in Administrative Rule Chapter 14-46 as:</li> </ol>													
	<ul> <li>aNONREIMBURSABLE - Section.01(4)(a)</li> <li>b. XREIMBURSABLE - Section.01(4)(b)</li> <li>(1) XForce Account Method</li> <li>(2)Lump Sum Method</li> <li>(3)Third Party Contract Method</li> </ul>													
С.				F WORK DUE TO THI	SCHANGE									
	ITEM NO.	ITEM	UNIT PRICE		WORK ELIMINATED(-) ADDITIONAL WORK (+)									
				QUANTITY	AMOUNT	QUANTITY	AMOUNT							
		Original estimate of water and sewer main relocation which is at Department's expense.		1,013,376.30										
		Actual bid amount (at Department's expense)					488,455.13							
Cost o Net To Contra	ost of Construction ch f Construction chang otal Cost Constructio act Amount	n changes to date			.\$ <u>524,921.17</u> \$ <u>-0-</u> .\$ .\$	s	<u>488,455.13</u> <u>-0-</u> 1.013,376.30							

Examined as to provisions and participating items of cost:

Recommended: <u>7/25/96</u> tohanies!

**District Utility Coordinator** 

3 Approved:

District Utility Engineer

Approved: _____

Division Administrator Federal Highway Administration

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100 14	DISCOUCHETES	1,070.000	L30. FT.	. 3.000	\$,661.60	2.0000	3,700.00	5.0000	9,250.00	.2.6000	4. 810. 80	1 192 19 21	3.0000	9,250.00	2.0000	3.700.00	13.0000	33,159.00	18.4500	26.647.50	1 102 10 10
198 74	THE BRINGS	78,673.000	4.001 401	9.3499	23, 113.27	0.3000	22,649.10	Q. 4190	31,009.53	0. 3200	24.202.56	1 102 14 1	6. 7500	8.41.55	8.4100	31.000.53	6. 7500 0. 4200	12,497.50 31,765.06	5.5000 0.5200	6.475.00	F 962 76 21 F 962 74 4
£ 100 15	1 SINK COSTRUCTION FILM-POST NO	1.405.000	ALUCH AUT	1.1/00	2,949.00	0. 1300	1,010.73	0.6005	819.00	0.5000	879.00	1 142 14 2	8. 7500	1.001.75	8.1000	879.80	0.6200	10.10	4.50m	7-,747.56	• 1827 14 4 ) 1889 14 3
198 75	PULLS ANNOU ADVANCE WARMING	20.275.000	4100 ANT	0.3400	1,000.50	0.3000	6,247.50 9,150.00	1.2400	21.021.00 1.630.00	* 8.3790 13.6008	6.641.00	1 102 TS 1	8. 3000	10.412.50	1.246	75.023.00	1.2100	8.19.34	6. 3790	6.544.60	· • • • • • • • • • • • • • • • • • • •
142 17	NICH SWTENSITT FLASHING LIGHTE CI EMP - TTPE BI	,		4.7200	1,602.40	1.0000	4, 420, 80	1.0000	1.154.00	1.0600	4,643.20	1 102 16	15.0000	9,158.00	13.8000	8.418.00	14.5000	8.845.00	16.5700	10, 107, 10	1 102 76
102 70	MARE PANT REFLECTIVE TRAPOLARY	4, 711.000	CACH	2.5000	4,277.50	3.0000	5,133.00	2.0300	4.076.35	3. 7298	6, 364.10	1 102 70	1.2500	1.975.00	1.0000	7.956.00	1.0500	8,177.60	1.6001	1.012.00	1 102 17
100 TS	E CONTECTENT - GARM. WILL MOUNT ICTVF E C STEADY SWARS I PAPAGE ATTENUATOR MODULES VENIC.	3,191.000	ALICE ANT	0.2700	1,101.39	1.0009	5,191.00	9.2400	1,245.84	6.3284	1.661.12	1 102 79	9. 7300	\$,133.00 1,016.05	2.0500	4,875.33	2. 1500	3.8.1	5.0000	0.995.00	1 102 70
	THERTIAN TENPS	30.000	EACH	\$17.3400	10,520.20	190.0008	4,500.00	250.0000	1,000.00	345.0000	10, 300.00	1 102 01 1	270.0000	10.300.00	0.7000 200.0000	3.633.74 6.246.89	0.2300	1.297.75	4.2700	1.401.57	1 142 79
100 00	ANY VENICELAN SIGNS TENDORARY REALATORY (POLI-	4.000	ENCH	1,011-4100	4,241.16	158.0009	800.00	260.0000	1,040.00	145.0000	300.00	1 102 82	300.0000	1.200.00	200.000	1.040.00	271.0000	8,510.00 1,004.00	254.0500 374.2300	0.021.30	1 102 01 1 1 102 02
192 20	SIGN VARIABLE MESSAGE ITEMPON	3, 710, 000	ALICH ANT	0.2100	\$48.30	0.3500	1,144.50	· 2200	719.40	8.3464	1.111.00	1 102 96	9. 3000	1,433.48	8-2200	\$19.40	8.2300	192.10	0.2790	1,477.00	· • • • • • • • • • • • • • • • • • • •
	PAUT MARINE PEROVABLE (MAINE ALL	1,098.400	ALACH ANT	57.9900	63.209.10	45.0000	49.450.40	12.1000	13,189.00	51.0000	31. 190. 00	1 102 99	50.0000	\$4,500.00	10.1900	11.001.00	10.3000	11.445.80	54.0000	11.114.00	
142 912	2 PAYT MARINE PENDYABLE (TELLOW)	1,765.000	L18. FT.	1.9908	5,346.00	8.8000	2.160.00	1.2560	3. 375.00	1.000	4.860.80	1 102911 2	2.0000	3.400.00	1.2500	3. 315.00	1.3000	3,5+0.00	1.9000	3.34.00	1 102911 2
188 921	IST III III TURBAR IIIIII		LIN. #T.	1.9000	0.573.40	1.0000	4,330.00	1.2500	9.412.50	1.0000	7, 794.00	1 102912 2	2.0000	1,640.00	1,2500	5.412.50	1.3000	1.629.00	1.1000	0,573.4	1 167917 2
100 921	CATESTIPT 2 PAVE SMARINE FELPORARY TWEITE ALS CATESTICS	1	-	193.8540	1,200.97	125.0000	2.144.11	265.0000	1,158.55	294.0004	1, 157.20	1 126201 1	340.0000	1,101.00	265.0000	1.190.99	275.0000	1,023.28	194.0100	1.201.65	1 102921 1
100 921	3 PAVT MARINE TENPORART (THE TE ALL	5.001.000		445. 3980	3.009.20	350.0000	2.936.40	365.0000	2.957.96	419.0000	3.013.71	1 102921 3	440.0000	3.241.60	365.0000	\$.937.96	300.0000	3, 079, 52	443.3100	3,610.41	· ····································
+48 922				471.4708	1.473.46	1.0000	\$,629.60 6,703.53	0. 6200 300. 0000	3, 517.90	1.0500	\$. 330. 14	1 102921 3	0.7500	3,111.75	9.5299	3,117.98	0. 1500	1.244.01	0.2909	1,410.41	1 142921 3
121 1	MANTE AL CONCRIMES	1,334.000	18. 10. ACME	0. 9500	1,267.30	1.0000	1.334.00	10.0000	3.349.09	\$12.0000	0. 391. 24 246. 00	102922 2	400. 8000 1.0000	6.309.20	309.0005 4.0000	3.993.74 3.338.89	393.0000	8.230.34	474.2100	7.479.76	t tapazz z
121 1	SANDA ACE LINS SLOPE BRAINS (TUMPON	91.000	CH. 19.	41.0100	2.132.31	130.0000	7.650.00	30.0000	1.530.00	58.0000 84.0000	400.20	1 104 4	50.0000 71.0000	345.00	50.0000 18.0000	343.00	10.0000 21.0000	530.20	141.5400	707.91	t ton 4 7 ton 5
194 1	STATEMENT BASING	1.000	LIN. PT.	82.1908 5.113.7509	13,007.92	26.0000	3,368.00	20.0000	3.358.00	30.0000 4.900.0000	5.040.00		10.0000	1.600.00	18.0000	3.024.00	21.9000	3.528.00	11.2400	1.000.32	
		346.200		1.549.6400	3.079.20	600.0000 100.0000	34.420.00	1,000.0000 400.0000 100.0000	900.00	441.0000	994.00	1 104 9	170.0000	1.000.00 500.00 51,539.00	270.0000 100.0000 200.0000	130.00 300.00	1,900.0000 \$00.0000 200.0000	f.909.00 f.009.00	8.222.3500	3.222.35	
	TUNDIDITY BANKIER PLOATING	1,500.000	) L (H. 97. ) L (H. 97.	6.0100	1,000.00	7.0000	10.900.00	1.000	10, 500.00	6-1200	9,100.00	1 104 17	10.0000	15.000.00	5.1000	4.250.00	6. 6100	59.240.00 9.975.00	213,0500	1,570.00	
	SUNTINE START	3. 444. 604	I LIN, FT.	2.3100	1.054.00	12.0000 2.5000 1.2500	12,000.00	2.0000	13, 900.00 6, 900.00	29. 9000	29.500.00	1 104 11 1	13.0000	15.000.00 0.500.00	13.2500	13.250.00	19.5000	11.500.00	14,1700	14,170.00	
144 15	TURBERTY BANKIER RELOCATE FLOAT	1.000.000		2.1499	7 140.00	1.2500	1,750.00	. 1.0000	50,000.00	0.1000	34.000.00	1 104 13	1.9000	50,000.00	0.5000	40,000.00	9.5400	29.000.00	9.9500	43.900.00	100 13
100 71	FILL STICE	505.000		84. 1909	30. 000. 50	10.0000	42. 750.00	90.2900	39,45.45	7.4600 73.2500	3. 460.00 44, 316-25	1 104 15	\$2.0000 \$7.0000	12,000.00	8.5000	500.00 8,050.00	2.1500	2.150.00	0.5300 91,7000	\$30.00 93.478.50	
	71457875157	1.112.000	10. W.	100,299.0000	100, 191.00	HR , 808. \$000 6, 0000	100.000.00	378.496.6990	370,448.69 9,752.24	374,928.0000	374.020.00		187.000.0000	103.000.00	100,001.0000	100,000.00	730. SHT. 6666	950.000.00	105.008.0008	105.000.00	
*** *	f malifier craft			21.7900	327.98	150.0000	600.00	199.0000		£1.0000	244.60		8.0000	1.176.00	1.0000	T. 784. 90	5.1508	5. 726.00	5.1600	4.627.52	
1-0 06	A OFLIVERY OF SALVACEARE MITCHIAL TO FOOT /145703515/	1.000	Lase See	528.0700	528.00	500.0000	548.00	2.500.0000	3.500.00	751.0000	111.00		7.000.0000	444.00 2.000.00	58.0000	200.00	10.0000	312.00	118.6240	44.4	1 +++ 7 +
120 9 120 6 122 10	I ESCAPATION COMMEL ENGLANDIENT I SLUMPT MALE ISDIE GEWICHTTE WEN	12,914.000		3.0100	30,077.16	2.0000	25. 032.00 572.094.00	3.3000	47.654.00	3.0000	30. 148.00	120 5	4.000	SI .644.04	5.0000	\$4.300.00	41.000.0000 0.1505 1.1506	45.000.00 10.970.60 375.039.40	3.014.7300 3.7300 6.4300	3.001.13 74.008.60 917.450.75	t 110 96 t 120 5 t 120 6
100 4	NI 130") NI 130") STADILIZATION TYPE O	C 1,395.000	SB. FT.	6. 1900	4. 190.25		13, 950.00	4.0000	39, +91.00	. 11.0000	81,345.00	1 122 70 1	14.9900	101.530.00	6.000	44. 170.00	1. 1100	41. 530. 50	1.3100	54.05T.05	1 122 78 1
	TUPSOIL	41,700.000	54. 18.	7. 3000 9. 3000	324,909.00	1.000	249.930.00 41,708.00	1.1000	165,231.50 45,678.00	0.4100	173.547.50	1 160 4	1.3000	200.275.00	3.0000	416.550.00	1.0000	249.930.00	2.2208	300.241.00	t 160 4
225 114		110,773-000		1.240	<b>855,</b> 915.52	3.4008	878, 979, 20	7.0000	831.411.60	5. POSR	807.636.40	1 205712	9.2000	973, 939.00	8.0000	750, 184. 00	8. 1000	A19.513.70	6. 1540	825.412.35	1 205112
194 1	TURNEYT CONSTRUCTION	2. 247.000	1 10. 10. 1 50. 10.	4.2700 7.9300	2,472.45	4.0000	10,900.00	\$.000 12.000	13,735.40	3.0000	0.241.00 3.296.60	205716	\$.3000 10.0008	14.559.10	5.0000	13. 135.00	3. 8500	10.575.95	6. 2900	17.270.63	1 205716
100	J BIT MATL STACK C	9.627.000	-	0. 1700	1.145.65	1.9009	3, \$77.00	1.0000	9.627.00	10.600	3, 298.40	1 309 1 3	4. 8500	3,110.00	9 2. 0004 4. 8290	3,152.00	28.4004	4.220.80	11.5000	3.607.60	1 206 1
319 1	ATAMEL A DEVENUE AN ARTICLE WALLAND	66.300	9 7000	72.4100	4,000.70	180.9000	5,630.00	100.0000	6,538.00	64.0000	4. 243. 20	339 1	25.0000	4,912.50	100.0000	6.630.00	9.8308 162.0908	7.990.44 6.767.68	8.9209 97,6300	0.056.04 6.472.07	1 300 1 3 1 339 7

and the second and the

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FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.53(5), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES, ٠

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CONTRACT IN	0. 19433 CMATINGO			1	<b>9</b> 17	4 491 496			C OF PLONIDA ( Su CD AT TALLANA	2018 10 18465	WILFORTATION 98	I							-7	Lesans .	r	
				B PURCELL. R.E. O THE.		PCL CIVIL CONS	TRUCTORS, JAC	* 5 0 1 0 0 1 0 NEL 30 GROUP L 10 NEL 31E/NY CONTRO	ACTORS, LTD.	B.J.R. CONSTRU	CTONS. INC.	19433	0	DUPMIT (THE)	NELSON, BAVID	CIPISTINICTION	CIME CONSTRUCT	ans, INC.	OVERSTREET PAU	INE COMPANY	1943	39
THE MARKED	ETEN BESCHIPTION		familite gast	ODESEA D UNIT PRICE	FL AMOUNT	CORAL SPRINGS	AND INT	WIT PRICE	FL Manyart	WILLS WHIT PRICE	Р1. МЮШТ		74474. 8 1911 7 991	FL E ANOMIT	FREM HARDON, WHIT PRICE		TANPA MILT PROCE	PL	LARDO, UNIT PRICE	7. 800 at		
<b>22</b> 1 2	CONC CLASS 1		2.000 EACH	47,828.1488	92,052,29	25.000.0000	50,000.00	25.255.1300	50, 518-26	42,531.0000	85.862.80 t	360 1	21,000-0			41.009.00	31.300.000	62,600.00	37.905.6008	75.011.38	1 354	
400 1 11	CONC CLASS 1	ANE TAINS	42.304 CH. 10.	339-3198	94 <b>,</b> 378, 19	500.0000	21,150.00	966.0000	23,601.00	479.0000	20.251.70	1 400 L	330.0	00 14,005.00	340.0000	21.150.00	371.0000	13,693.30	431.4900	10.541.32		
409 1 15	CONC CLASS 8	THIS CELL	89.000 CJ. 10.	349-2488	31,002.36	380.8800	26,700.00	331-3600	29, 491 . 64	390.0000	34.710.00 I	1 400 f i	400.0	00 35,600.00	300.0000	25.705.60	417.0000	37,113.00	480.1908	35.607.22		
	CONC CLASS 19	ICAL VENT	9.000 CU. 19.	341.0200	1,105.18	388.9808	2.560.68	300.0000	2,300.00	241.0000	1.203.00 1	400 F I	500.0	00 2,500.00	230.0000	1,250.00	\$90.0000	3,500.00	641-5600	3.207.00		
415 8 8		CRAAFTERT	734.300 CJL 10.	397.2208	\$3,344.63	450.0000	60,435.00	565.0000	18,363.50	410.0000	55.063.00 1	400 4	600.0	00 00,500.00	500.0000	67,158.49	438.4466	\$1,745.80	454.4400	61,031.29		
425 1 311	HEETS (CHIR) (TYPE #-11		18.003.000 Pages 39.000 EACH	0.0100	1,100.55	ê. 4000	6,746.08	9.3009	8,432.50	0-3200	Ø. 769. 80 I	415 8	0.5	00 0,432.50	6.4000	6.745.00	0.4700	7,926.99	8.3900	1. 154. 35	1 415	
425   324	PR.215 (CHAR) (TYPE #-2)		30.000 LADI	2,007-3500	76,279.60	1,000.0000	\$5,480.09	1,818.0000	11,060.00	1,910.0000	12.500.00 f	425 131	2,800.0	00 76,000.00	2.600.0000	90, IND. 90	2,965.0000	\$4,678.88	2,908.3408	95,812.92	1 425	
425 1 394	BILETS ICHIES (TYPE P-S)		4.000 Exco	2,110.9100 1,037.1700	19,970.19	2,608.0000	10,000.00	1,970.0000	17, 138-96	1.968.0000	17.6-0.00 1	425 132	2,290.0	00 20,250.00	1.688.0000	32,400.00	2,053.0000	18,495.60	2,465,9000	27.193.10	1 429	
425 1 362	BRETS TOPRO TTYPE P-61		3. OR LACK	1,01.00	7,348.68	r,000.0000	1,200.00	1,775.0000	7,100.00	1.650.0000	6.999.99 1			00 7,000.00	2.200.0000	0.000.00	1,730.0000	6,728.80	2,060,2200	8,249.00	1 415	1381
425 1 411	SHLETS TOWNED FTTPE 2-83		5.000 EXC	3.101.3200	19.001.92	2,100.0000	6.300.00	2.107.0000	6,300.00	C.CT5.0000	5.425.00 1				1,500.0000	7,968.68	2,453.0000	6,165.00	2,349.1400	1.047.42	1 425	1361
425 1 412	90LETS ICANES ITYPE 2-13 1310'1		2.000 5.000	3,235-4900	5, 412, 99	2,300,0000	1.000.00	2.990.4009	17,460.60	3,118.0000	18.646.00 1	425 141	3, 250.0		4.000.0000	24.000.00	2,773.0000	16,050.00	3,022.1000	22.133.00	1 485	8481
43 149	INLETS (CAND) (TTPE J-2) (+10/7		3.000 1.000	3.240.0000	9.744.24	2.300.0000	7.101.00	7.000.0000	6, 990, 60 6, 990, 60	3,200.0000	6.480.88	425 141			4,100.0000	8,200.00	3,925.0000	6,850.00	4, 174.0100	0,340. <b>6</b> 7	1 425	1412
415 1 422	34LETE (CUMP) FTYPE 2-21 1+10'F		2.000 (.000	3. 108.0100	1.532.00	3,000,0000	6.000.00	1. 310.0000	8, 198, 99	3.000.0000	1.130.00 1	1 425 142 1 425 142			5, 100, 0000	15.300.00	2,055.0000	8,945.00	3,564.4908	18, 753, 29	1 485	1421
425 1 454	NEETS ICURES STYPE 2-51		2.000 Excs	2,936.4900	5,872.98	2,399.0000	3,000.00	2.000.0000	1.700.00	2.736.0000	1.199.00 1	· 425 /42			5.760.0000	11,400.00	3,300.0000	7,000.00	4,641.0300			1422
425 1 461	HEETS COMES (TYPE J-6)		3.000 Excm	2.917.3400	0.932.82	2,500.0000	7,900.00	2.300.0000	8.700.00	1.000.0004	3.000.00				3.500.4000	7.000.00	2,000.0000	5,700.00	4.029.0900	4,457,70		1451
425   470	10,215 (COND) (TYPE 1)		5.000 EACH	1,050.0700	9,254.35	3,990.0000	15,000.00	2,700.0000	13,300.00	2.810.0000	14.930.00					61,100.00	2,900.9000	8,840.98	3,945,1708			1461
425 t 474 425 t 521	BULETE 4CHR6: 4TYPE 1) EJ SUT, -10'1 BULETE EDT ADT1 ETYPE C1		1.000 EACH	5,018, 7900	3,010.79	3,500.0000	3,500.00	3.800.0000	3,000.00	4,430.0000	4,439.00 1				4,700,0000	4,108,00	2,700.0000	13,500.00	2,712.0000	13,563.09		8471
425 1 547	C+10-1 14LETE 107 0011 1714E 01		2.000 EACH	1.139.3000	2.270.75	1.000.0000	2.000.00	1.129.0006	2.240.00	-	1,000.00 1	425 192			1.100.0000	7,100,00	1,130.0000	2,100.00	4,700.0000	3,033,05		1474
485 1 548	1+10-1 INLETS 107 BOTH ITTHE BY		S. ADD CALIN	1.050.0000	8.253.30	1,000.0000	1.000.00	1.890.0000	9.230.00	4,833.0000	8,275.00 1	425 154			2.000.0000	18.000.00	1,010.0000	9,259.00	2.450.8100			1941
475 1 581	1.10-1 MLETS 407 8071 1199E E1		1.000 EACH	3.942,8508	1.942.09	5,300.0000	5.300.00	5.300.0000	5.300.00	5.879.0000	5,878.00 1	425 134	5,000.0		4,700.0000	4.700.00	5,480.0000	3.499.00	4, 845, 3500	4.845.35		1942
429 1 981	1+10"1 INLETS FOT OUTS FTYPE H1		1.000 E401	2.977.0500	8.977.45	3,700.0000	3,700.00	3.050.0000	3.250.00	4,550.0000	4,558.00 1	425 159	3,190.0	00 3, 190.00	3.660.0000	3.600.00	3,000.0000	3,000.00	4,211,5100			1991
423 2 44	4+10-1 100000_ES 1P-71		1.000 EACH	4.205.6300	4,208,83	3,500.0009	3.940.08	3,500.0000	3,500.40	4,130.0000	4,130.00 1	425 158	3,900.0	00 3,300.00	4,300.0000	4.306.60	3,493.0000	1. 495.00	4,945.4800	4, 945, 48	1 425	1981
425 2 42	2+10-9 MANDLES (P-7)		4.000 EACH	1.824.1809	4,006,40	1,988.0009	4,000.00	1,460.8000	\$.689.00	1,145.0004	4,498.00 1	425 2 4	1.300.0	00 S.al9.au	1,400.0000	1.600.00	1,273.0000	5,100.00	1, 398. 5600	8.362.24	1 485	2 41
425 2 71	C+10" F		1.000 EACH	1.234.5448	1.236.98	1,500.0000	1,900.00	1,960.0000	1,000.00	1,350.0000	1,319.00 1	425 2 4	2.000.0	na 2,000.00	1,708.0000	1.100.00	1,900.0000	1,300.00	2,550.9900	2.550.50	1 425	2.42
425 2 72	1+10-1 Manuf(25.13-7) 1+10-1		S. COL CACH	3.323.9600	1.571.50	2.500.0000	7,500.00	2,500.0000	7,980.60	2,338.0000	6,990.00	425 8 1	3_890.0	00 9,000.00	2.900.0000	8,700.00	2,225.0000	6.673.00	3, 333. 5100	9, 999, 99	1 425	2.11
425 2 10	1+10-1 1+10-1 1+10-1		3.000 EACH	2.491,7100	7.475.13	3.000.0000	9.000.00	3,300.0000	1.100.00	5.000.0000	7,990.00 1	425 2 1	9,900.0	10, 10, 540. 00	2.900.0000	8,798.68	2.393.0006	7,199.00	3.296.3700	9.009.17	1 425	2 12
43 1 6			*.000 EACH 2.000 EACH	2.425.4968 1.474.1489	1.415.05	3,708.0000	3,700.00	3,000.0000	3,988.48	4,299.0000	4,290.00	45 2 1		00 4,299.00	3.300.0000	3.300.00	3,510.0000	3, 579.00	3,743.6108	3,743.61	1 485	2 92
438 84 225		184	32.000 LIN. FT.	17.1500	2.048.20	9009-999, F	2,000.00	750.0000	1,900.00	858.0000	1,700.00 1	429 3 4			1,708.0000	3.400.00	1,100.0000	5.500.00	8.153.0508	4,385.19	1 425	3 43
440 1 50 440 70 440 77 2	GROCHARACH, TUPE V GROCHARACH INFECTION BON GROCHARACH CLEANDY STRUC		230.000 LIN. FT. 2.000 KACH	16.0000 907.5700	4.820.00	25.0000 25.0000 600.0000	6,250.00 1,290.00	24.9006 25.0000 640.0000	758.80 6.230.00 1.200.00	18.0000 24.0000 448.0000	576.00 0 6,000.00 0 876.00 0	430 2423 440 1 1 440 70	13.6 10.0 10.0	100 \$,000.00	19.000 45.000 950.000	460.00 11,250.00 1,100.00	19.5008 15.4008 615.0009	624.00 3.750.00 1.230.00	25.3000 23.4200 7.003.7000	812.16 5.055.00 7.167.56	1 22	24225
445 Ti 433 133 1	E &-1 BALLAST MER	THE PARTY	2.000 EACH 963.000 CB. 10.	983.3500 31.8508	F. 196. 19 11,939.07	300.0000 30.0000	000.00 16,310.00	200.0000 27.0000	000.00 11,201.00	200.0000 31.0000	480.99 1 17,453.00 1	1 440 17 1 443 Tr	1 240.0 40.0		250.0000	500.00 14.075.00	925-8000 27-5000	1.050.00 13.402.50	74.9200 22.0900	149.94 12,436.87	1 43	17 z
514 71 8	BT I PLASTIC FOLTOR FAIRING	ISTABILI	29,050.000 58. 91.	\$.6100	136, 496, 98	5.000	103,258.00	9,8400	120,595.40	9.0000	105,050.00 0	455133	)	165,200.00	1.0000	20.856.0V	1.4048	t44. <b>558.66</b>	8.9509	176.357.30	1 495	in 1 👝
914 11 5	ZATIONI PLASTIC FILTER FRONTE	-	011.000 90. 10. 1.072.000 50. 10.	0.0000	\$21.19 1.222.00	1.0000 2.0000	1.622.00	\$.0000 2.5000	4.035.00 2.600.00	2.1200	1,719.52	1 514 71	1.1	ae 2.453.40	1.000	1,622.00	1.9000	1.540.90	0.3100	413.60		11 2
914 17 515 1 2	LINER SHPERICARLE PVC	10.000	4,229.000 50, 10.	10.0400	45.926.94	\$2.8000	90,749.00	4,0000	16,916.00	4.8008	16,116.00	514 12	3.0 4.0	00 3,216.00 100 16,915.00	2.0000 4.0700	2.144.00 16,916.00	2.3000	2,465.60 17,350.90	8.9509 4.1400	1,018,40 17,508.06	: :::	
920 1 7			964.000 LTR. FT. \$1,000.000 LTR. FT.	21,1000 6,2900	14,052.00	25.0000 7.0000	16.658.00	26.3008	13,519.80	25.0000	18,850.00 0 67,850.00 0	515 F 520 F	1 19.0 1 19.0		27.0000	14.632.00	20.0000	13,320.00	21.1200	14.065-W		111
\$20 1 40 520 3	BUTTER VALLET CONC	STOPE PI	21.229.000 L18. FT. 102.000 L18. FT.	6.3000	133, 742. 70 2, 364. 18	7.0000	141,503.00	6.1300 12.0000	143,295.75	6.3000	133,742.70	520 1	6.7 6.7 15.0	100 143.295.75	6.3000 6.4000	69.300.00 135.265.60 3.275.00	6.2500 6.3500 15.3000	48,750.00 134,004.15	7.5100 7.4900 18.4000	82,610.00 159.005.21		
520 \$ H	f4" 8:00 F	11396 13	1.300.000 LIR. Pt.	15.7000	22.971.82	13.0000	20,535.00		21,904.00	13.0000		1 520 S I		•••••		19,987.49	13.000	2.921-00		3,348.90 30,145,30	-	5.0
320 \$ 13	42° wint (	11112 11	42.600 118. FT.	12.9400	\$43. 10	20.0000	\$-9.00	19.0000	756.00	F1.5000	403.00	570 51				101.00	13.5000	013.00	22.0200	10, 145, 30 122, 32		5 15
520 5 46	10.5' WINE		3.000.000 LIN. FT.	29.9360	91.525.94	15.0008	15, -10.00	23.0000	76, 430.00	24.0000	13, 397.00	1 520 5 0				17.671.78	21-2500	64, 502.50	29.0100	922.52		5 16
\$22 1	SISCOLS CONC.	te. 1965	12.901.000 58. 10.	12.8900	142,169.69	13.4009	100,715.00	15.0000	181,715.80	14.3000	102.424.90				•••••	101,198.40	43.7500	117.907.30	29.0100	261,101.56		

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FAILURE TO FILE A PROTEST WITHIN THE TRME PRESCRIBED IN SECTION 120.53(5), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES,

	Contract an	. 19433 Cânți	ind P				#**TE	4.41.75			E OF FLORIDA C Sub ED AT FALLAMAS	EPSATNENT OF THE MART OF BIDS SEE, FLA. W	W5P0#161100	•							mi Sal	lamens.	e.
:						• PUNCILL, P.E. 1	CONSTRUCTION	POL CIVIL CONS	T R & C T & T		D. I THE . ORA A	D.A.B. CONSTRUC	TONS. INC.	- 19433		7 1796 1	MLSON. 04VID.			offs. 186.			19433
•	-	THEM DESCR	1   PT   <b>G</b> M	Gant I Tr	terer t	OCSEA	/L ANDUNT		PL THE DESIGNATION	WESTERN CONTR. FT. LAUDERDALE WHET PRICE	ACTORS, LTD. FL AMOUNT	INCLUS INCLUS	71 THUDHA		TANPA.	FL	PALM MAROR.	PL		FL	LARCO.	FL.	
	¥22 Z	SIDENALS CONC	16. mit		50. 10.	11.4700	0.525.36	29.0000	1.744.00	21,5000	11.450.40	19.0500											
	124 2 1 330 3 3	SLOPE PAVT CORE	(3-) (3-)	13.000	50. 10.	30.4008	499.20	75.0006	\$15.00	150.0000	1,950.40	46. 6000	9.596.98 624.80	322 2	25.0000	12.200.00 390.00	18.0000 21.0000	6.794.98 351.00	20.0000 41.0000	13.664.00	25.9000 22.2900	12.639.20 201,77	4 517 2 5 524 2 1
	1700 M	B SHORE I BIPRAF CONDEEN C		63.000 619.000	56. YB.	50.7600 12.5100	3, 701 / 90 10, 327 / 59	\$0.0000 \$0.0000	3, 150.00 40, 950.00	45.0000 35.0000	2.033.00	\$6.0000 64.0000	3,654.00 52.416.00	1 530 3 3 1 330 10	45.0000	2.055.00	30.0000 35.0000	3,190.00	\$6.0000 61.0000	3.528.00	50.0100	3.705.05	1 530 3 3 1 530 10
	176 8				1.18. FT.	11.2000	29.825.60	18.0000	26,630.00	14.4000	30, 347. 20	14.3080	30.000.90	1 536 1 1	F1.0000	29, 293.40	11-2000	29.025.00	14.2500	37.947.75	15.1990	40.424.34	
	536 (R	E 1) OPANDAAL MICH	RANE ICONCRET	5.000		275.0000	1,375.00	275.0000	1,375.00	218.9000	1.394.50	362.0000	1.810.80	3 336 6	275.0000	1,315.00	215.0000	1, 375. 00	325.0000	1,625.00	342.1700	1,710.85	1 336 6
	536 #5	TYPE WELT	NENDANE ASSEMBLY		(ACH	79.000	954.60 3.549.95	500.8808	2.000.00	139.3000	957.20 5.909.50	309.0000 533.0000	4.875.00	1 534 62	150.0000	549.60 1.758.60	139.0000	376.00	305.0000	1,340.00	406.3298	1.625.20	
	990 2 330 3 2	FENCE COMMEN PO		4,910.000	. (18. 51.	4.7500	19.332.50	1.0000	29.350.00	3.3500	21, 174.50	4. 2000	24.827.00	150 2	1.0000	20,354.00	100.0000 4.7500	3, 949, 69	965.0000	4,825.00	1,015,0100 5,0000	5,879.05 20,675.60	1 33 1
	<b>374 5 1</b>	TENCE PULL PUST			e Encu	85.0000 85.0000	1,700.00	50.0000	1,000.90	105.0000	2.100.00	98. 4000	1.000.00	1 550 5 2	65.0008	1,798.40	95.9808	1,709.00	67.8888	1,140.00	10.000	1.017.00	1 294 3 2
	990 17 20	PENCE GATE ISLE			P EACH	1.100.0000	1.100.00	1.000.0000	3,000.00	195.0000	210.00 5,150.00	90.4000 7.700.0040	186.98 1.508.00	1 270 3 1	95.4000 1.400-0000	178.00	05,0000	179.40	67.0000	174.00	90.0100	101.70	
	570 2 370 3	SEED & MR.CH		41,200.000		6.7100	4,547.60	8.1009	4,170.00	6.1500	6. 256. 20	8.1600	6.613.26	576 2	¢-1000	9,007.00 4,118.00	1,100.0000 0,1500	5,300.00	8,125,0000 6,1600	3.625.00 6.673.20	0,176.2000 0,0600	9.001.00 2.502.40	0 990 79 20 9 970 2
	576 4 578 5	NT TYPES MALEN METL FERTILIZER		862.00 34.50	T THE	2.4000 146.5400 240.3700	2.008.00 3.645.90 3.004.00	2.0000	1,724.00 3,430.00 2,500.00	1.3000	345.00	7.010	8.62 9.35	570 S 570 S	2-2500 100-0000	1,939.90 3,458.00	8.8180 8.8188	8.62 9.33	8.1000	46.20 3.45	2.1000 112.2700	1.810.20	3 370 3
	579 9 570 10	HER POR BLASS	· • • • • • • • • • • • • • • • • • • •	131.00		10.4800	1,484,52	15.0000	2,065.00	290.0000	2,500.00 3,415.00	6.0108 64.0000	4.13 6.896.00	t 510 5 1 570 9	225.0000	2.012.30	0.0100 00.0000	8.340.00	9.1000	1.25	224.5500	2.006.00	8 370 9 510 9
	ST0 /1	NOVING TYPE ) WATER FOR PLANT SOMETHE	\$37.48.19MENT	172.00	0 W-FALS	0.0000 2.9400	137.00	2.0000	112.00 18,126.00	1.0000	9. 464.00	0.0100	1.12	2 570 10 2 576 11	+ - 0000 + - 0000	172.00 9.464.00	6.6106	1.72	8.1909 1.0100	47.20 3.842.34	0. 1300 1.0100	159.98	1 570 10 1 570 11
	\$40 301 1 500 336	STAK (ME & 007/0		92,561.000 [19.00	O CACH	10.000	124,163,14 7,648,24	1.2000	10,770,00	1.1700	104,706.93	1.0000 1.0000	92.661.00 710.00	1 500301 I	20.000	14,360.00	0. 1000 20. 0000	83. 394. 98	0. 9308	06.174.73 10.719.00	1.1300	108.560.15	1 315 4
	101 2	STALES	**** 19 ****		. ENCH	100.7540	1,602.60	125.0000	1,250.00	150.0000	1,500.00	372.0009	5.720.00	t 900336	190.0000	1,500.00	150.0008	1,300.00	155.0000	1.350.00	FER. 3900	1,003.99	900336
	942 E	CIONT OR SPREADS	110- 10 18-1		0 PL/MT	6. 1700	33.049.67	1.0000	36.419.00	e. 1300	36.985.07	0.7580		1 541 2	0.7500	27,314.29	0.7300	28.505.67	9. 7488	28.990.00	8.700	28.496.82	1 701 2
	943 2	THEE	110* 10 10* 1	M1.00		1	208.12	5.0000 10.0000	720.00 6.630.00	4,9208	1.485.40	4.1500	182.68	1 942 2 1 943 2	5.0000	229.40	4. 9789	210.60	4.0000	176.00	5.3100		8 967 Z
	798 48 1	SIGN SINGLE POR				125.0000	1,000.00	200.0000	1.600.00	125.0000	1.000.00	104.2508	834.00	1 100 00 1	15.0000	9,9+5-00 1,909-00	12.0000	8.486.49 1.312.49	10.0000	6.670.40 000.00	13.6980	4.476.47	1 943 1 1 749 49 1
	331 17 14	ASPH CONC TYPE ASPH CONC TYPE ASPH CONC TYPE	\$ (1)/2-1	124.00 2.576.00	0 SO. VO.			50.0000	6.200.0E	10 01 010 0H		4,1500	4,464.00	144 331 2 144 331 72 14	NOT 810 OH		NOT BID ON	1.312.4			49.5300	6. 141 . 72	FMA 331 #
	131 TE 34	ALPH CONC PRICT	TON CONSE	121,652.00				1.0000	951.564.00 142.031.20	NOT 810 OF		6.1500	740,159.00	144 331 72 34 144 337 8 3	NOT 810 CH		NOT BID ON				1.0100	868.879.64	TAA 331 72 54
	334 2 28	ASPN CONC TYPE	\$ 1777	100.10	0 10H	43.6700	8.214.33 10.461.96	MOT 810 44		50.0000	8.405.00 10.635.30	NOT 010 CH		140 331 2	45.0000	8.464.50	30.0000	8. 499. 80 11.150.30	4, 3000	9.393.10	1,2000 MUT 010 GH MUT 010 GH	142.031.20	RAA 337 % 3 140 331 2 RAD 331 72 20
212	1 131 12 40 1 131 5 2	ASPH CONC TYPE ASPH CONC FRICT	THE COUPSE OF	119,026,00		1.1200	203.314.99	NOT BID ON		7.3200	890. 492.64	101 610 CM		140 331 72 40	6.7500	821,151.00	7.0000	\$40,003.00	8.6000	4,045,297.29			TAB 531 72 40
	496 11 225	FIPE CONC CA.T	10,455		W LM. FT.	4. MAR	161.00	24,0000	74a. en	1.5000	178.539.00	1001 \$10 ON 24.6000		148 397 5 2 184 499 11221	1.5000	178.539.00	0.4100		8.4300	\$1.101.18	107 010 ent		140 337 1 2
	4 430 11 229	PIPE CONC CALV		•	W L(W, FT.	21.1200	186.149.12	23.0000	115.598.00	25.0000	123.650.00	21.7500	109, 315. 90	184 450 11225			30.0000 27.0000	430, 60 110, 572, 60	16.3000	2-40.00 82.929.00	35.4440		194 470 11223 194 470 11225
	4 436 41 129 4 436 11 231	PIPE CINC CALV EI 124" SEI PIPE CONC CALV		1,623.0	W L10, FT.	20. 3540	57.000.05	26.0000	47.376.00	30.3000	\$5.2%.W	23.0000	43,307.40	184 450 11229			21.0000	49.221.00	20.2000	36.624.60	26.9700		184 439 11228
	A 430 11 233 A 430 11 231	FIFE CONC CALT	10,468	1,725.00	ID 1.1H. FT.	39-5400	\$1.129.00	34.0000	62,100.00	36.0000	67,100.00	34.000	60,030.00	184 430 11233	MOT \$10 OH		39. aven	68.375.68	27.2500	47.004.25	32.4300	36.296.75	TBA 450 (1233
		PIPE CONC CALV	10,465		10 LIN. FT.	31.0000	90.144.08	45.0000	112.600.00	44.80(0	110.176.00	42.0000		184 498 11234			45.0000	115,194.00	41.7500	184.542.88	40.5200		48a 430 11230
	430 11 241	11 (42-55) PIPE CONC CALV			10 LIN, FT. 10 LIN, FT.	41.0900	47,741,15	55.8000 60.8000	83,945.00	97.0000 97.0000	61.057.50	54.0000	62,002.00	184 438 11248 184 438 11241	MOT 919 CH		75.0000	63, 905.00	90.2500	50. 440. 75	53.2440		HA -79 11240
	430 H 247	PIPE CONC COLV	10.451	S2.00	H L 18. FT.	Tt.ctm	4.978.94	10.0000	3.649.68	N. 1000	1.144.49	100.0000	1.615.00	184 438 11247	NOT 810 GK		67.0000 110.0000	96,500.00 1,729.00	54. acto	17.054.00	61.0900		194 - CH 1124
	4 430 ti 321	PIPE CONC COLV	.1	t er.m	0 LIN. FT.	30.0190	2.496.01	20.0000	1.140.00		2,349.00	15.0000	1,957.20	184 430 11321			35.0000	3.043.00	15.7500	1.378.25	40.4168		104 409 1131
A.T 8	16 430 11 340 16 430 11 341	111 (42" 55 111 (42" 55 919L 004C 00L7		466.86	IN LIN. FT.	41.6488	18,123.84	55.0000	27,330.08	\$4.000	21.924.00	56. 5000	\$2.931.00				54.000	21.924.00	30.0000	39.300.00	57.0600	23,491.16	184 438 11348
	n 490 (f. 24) N 490 (f. 430	PIPE CONC COLV	-	1 <b>11</b> .44	00 LIM. FT.	90.5400	5,305.04	63.0000	9.900.gs	\$2.0000	5.784.08	69.9000	6.594.00		MOT 818 CH		31.000	5,200.00	96.0000	5.152.00	76.2200	7,012-24	484 430 11341
		** (36-55 FIFE COME CARY	10,465	9.4	10 LIN. FT.	49.5400	4,195.84	50.000	4,00.0	45.0009	4.329.00	48.000	4,508.00	184 430 11430			\$7.000	\$, 472.00	44.0000	4.224.00	95.0000		
	a 430 12 229	PIPE CONC CELV	I TOLASE	•	10 LIN. FT. 10 LIN. FT.	46. 1700	3.572.75	65.6000	4.075.00	61.0000 31.0000	4,375.00	79.0000	3.254.40		 ND 618 TON		75.000	1.623.00 1.664.00	10.0000	3.790.00	88.460	6,854.70 8,144,74	186 430 11440 186 430 12229
	M 430 12 329	PIPE CONC COLV	10,455	1	00 LIN. FT.	22.2790	1.303.64	30.000	3, 944.00	31.000	10.292.00	70.000		104 430 12229 104 430 12329	107 919 CM		32.000	9.664.00	29.000	6.040.00	25.9760		
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FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.53(5), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES, .

	Carinac	r 100, (943)	Cant Innes			ja 1	e nai n <b>e</b>			111	MEPHATNENT OF TH MANPT OF BLOS SSEE, FLA. M	MSPORTATION MCH 27, 1996	•							<u>4</u>	lan .	e e
•					- 	CONSTRUCTION		-		LITHES DEA A	D.J.B. CONSTRU	1085. INC.	(943)	0 NARDARAT COMPA								19133
					INC. ODESSA	A	CORAL SPRINGS	n	WESTERN CONTRA FT. LAUDERDALE	CTOPS, ETD.	1993.15	F1		There.	#L	PALIN HARBORT,	20045 TRIGCT 1004	CONE CONSTRUCT	OPS. INC.	OVERSTREET PAUL		
•			BESCHIPTION	Christia an	e wert price	finition 1	WHIT PARCE	findurit	WIST PRICE	Macaut	MALL BAILO	AMOUNT		O WHIT PRICE	AMOUNT	wit mict	Anount	BUT PRICE	AND ALL OF	UNIT PRICE	FL AMOUNT	
A.1 1 A.1 1		FT	1° 50+	122.000 Ltn. FT.	21.0000	8.844.96	20.0000	2,440.00	\$3.2500	2.936-50	17.0000	2.014.00	184 430 14225	107 #18 cm		20.0000	2,400.00	18.2900	1.907.50	32.5400		
		111111111		10.000 LIN. FT.	32.5100	2.275.70	30.0000	7,100.90	31.0000	2,110-00	40. 4000	2.820.00				30.000	2.199.99	27.000	1.000.00	39.4980	3,969.40	194 439 14225 194 4391 44003
		(10) (11)	T CD I T CD I T WETING LEDNE PLOT ON	1.000 EACH	485-2788	485.27	500.0000	309.00	\$50.0000	55e.00	330.0000	330.00	184 430902223			970. goda	990.00	445.0000	445.00	102.1300	562.13	184 438962225
		(C) (CH		8.000 ENCH	495.2100	2.911.62	500.0000	3.000.00	956.0000	3,300.00	334.0000	1,100.00	184 430904723	MOT \$10 QM		150.0000	3,300.00	445. 0000	2.670.00	301.0400	3,503.04	Na 430984225
	4 430 995 2	119-13	TTOTON ICONC PIPE NO	4.000 EACH	625-2468	2.500.96	700.0009	7.000.00	120.0000	7,000-00	873.0008	3.300.00	184 430994483	107 810 CH		630.000D	2.600.00	619.0006	2.440.00	857.0700	3.431.40	184 430504403
		41 WATERED E	- BOT B SECTION (CONC PIPE NO	2.000 EACH	973.4000	1.946.95	1,200.0000	2,400.00	1,700.0000	2,400.00	1.675.0000	3.350.00	184 430985238	NOT 610 CM		1.300.0000	2.505-95	100.0000	1,400.00	1.411.4900	2.023.70	184 (1995)
	4 430 995 2		P RETING SCHOL PUPE IN		1.337.1908	1,337.19	1,800.0000	1,808.90	1,960.0000	1.800.00	2.173.0000	8.775.00	FB# 430985241	NOT 810 CH		2.500.0000	2.000-00	1.150.0000	f,158.00	1,100.0600	1,900.05	194 1781
A.1 6	e 430 21 2	48 PIPE COM		1.000 Exc#	1,894.1888	8,854.18	2,500-0000	2,500.00	2,649.0000	2.000.00	3. 190. 0000	3, 700, 60	184 130363142	107 819 GH		2,780.0000	2.100.00	1.300.0000	1,300.00	2,974.4900	2.914.49	184 1399
8.1 1	6 436 <u>36 1</u>	100 121 14 29 9191 0000	STEEL CHLY CORP. 100		1001 310 Sm		NOT 010 CH		NOT (010 GH		MBT 810 4M		100 430 21240	e3.0000	9,458.68	NOT \$19 m		401 819 es				100 430 21240
			STEEL COLV SHIP COM		M\$1 810 \$1		M01 010 0H		401 910 401		NOT 010 (M		100 430 26129	30.0000	19.020.00	107 218 en				NOT 210 AN		IN 198 26-29
A.1 (	e 430 25 1	25 PIPE COM	STEEL CHLY PERS 104	\$22.000 LNL FT.	197 818 GH		NOT 010 (M		NOT 818 (M		107 (10 Qu		100 430 20125	29-0000	3.05e.00	1407 #10 mi		NUT 810 48				108 430 28123
8,11	6 436 29 1	UNE 141 48 29 PIPE COM	STEEL CHEY ISAT IN	5.026.000 LHL FT.	1977 (b10 (ba		107 015 da				NOT \$18 CH		108 430 29125	30.0000	158,780.80	MET \$18 \$1						100 430 29125
4.11		90E 141 42 35 PIPE COM	STEEL CHLY ESHI ING				HOT 818 EH		NOT 019 404				106 430 29129	30.0000	34.690.00	1001 \$10 GH		NOT 818 MM				100 430 20125
A.T.	4 4 30 28 I	100 101 101 13	STEEL CHLT (SP) 100	4.725.000 LIN. FT.	1997 819 Gu		NOT 818 ON		497 818 Or		407 BID 04		100 430 29133	35-0000	88.315.60			NOT \$10 CH		NOT 010 84		100 130 21133
8,5 5			STEEL CHEY FAMILIAN		9997 819 90		MOT 010 OH		NOT 810 (M		M07 #10 ##		188 430 29138	45.0000	117,000.00	407 \$18 ge		MET \$15 MM		NO7 818 GM		100 430 29130
4.1	a 430 29 3		STEEL CHLY CHEI IM	1,844.000 LIN. PT. 1 1,900.000 LIN. PT.	1997 818 6m		NOT 810 44				NOT BLD ON		188 439 29248	65-0000	105, 550.00	401 \$19 \$H		NUT 819 (M				180 130 21240
4.1	a 430 393		STEEL CHEV (SHI) (M	12.000 Ltn. Ft.	WET \$10 EM						NOT 810 QH		188 490 29241	15.0008	118.100.00		•	NOT \$18 MM		HOT \$10 GH		100 430 29241
AL1 1	<b>15 436 544 (</b>		P CONC CHLY FOLISS HE	10.000 LIN. FT.	107 bip de				40 818 708		- NOT 810 ON		188 499 29242	125.0000	6,540.00	101 110 CH		MOT \$10 GM				100 430 54545
ALT I	190 992 S	US WITENED C	NO SECTION ICOM PIPE IN	I. OR Each	NPT 810 6H				MOT BID ON		MD 018 10M		108 450144503	30.0000	2.100.00	NUT (110 AN		NOT \$18 CH		HUT 010 QM		108 43044003
A1	430 504 1	125 VITENCO D	NO SECTION COMPANY AND	6.000 (ACH	101 312 58						NOT \$10 ON		180 490942525	480.0000	****. 68	NOT 218 CH		007 \$18 Ge		HOT 819 MM		100 430902323
A.1 -	10 430 <b>10</b> 4 1		NO SECTION HELLIP PIPES	4.00 140									188 430984325 188 438984483	402.0008	2.400.00					107 bto av		198 43098+323
A.1	430 105 1	1001 13	NO SECTION (COM PIPE IN	2.000 Cace					NOT 818 CH				100 430905330	\$60-0008 \$ 498-0000	2.460.60			1407 \$10 Ga		101 \$10 GM		100 430904403
A1		<b>1960</b> 1 4 4	NO SECTION LOOM PIPE IN 9° 901	1.000 (act									(III) 43039334)	2,000.0000	7.999.00	NOT 818 44		1487 810 80		NOT 912 QH		100 430905338
A.1		UND) (5	NO SECTION (COMP PIPE IN 4" BOI	1.000 CACH							1001 1010 000		108 430985342	3.000-0000	3.001.00	NOT 210 44				101 515 60		100 430905341
	IC 430 06 1	WE 121 12		634.000 110, 77.									180. 439. 86229	MD 010 100		107 518 60				407 \$19 GH		198 430961342 196 430 96229
AL 1		866 121 11		422.000 L.M. FT.			107 B10 401		NOT \$10 m				186 430 88223	407 B10 CH						WOT SID ON		TRC 430 50225
	K 436 99 1	BER 123 11		87.000 LIN. FT.	MDT 818 WM						107 210 00		IOC 430 09221					MOT &10 mi				NC 430 01221
	C 430 09 :	861 121 11		19.000 L10, FT.	MPT 818 MI		107 818 <b>6</b> 0		107 818 GH				100 430 09223	NOT 810 OR				ANT 810 M				INC 430 19723
A.1	IC 438 89: IC 438 89:	BOE 121 40	1 ALUM CALV 1983 10 8* 553 9 ALUM CALV 1989 10	3.0P4.000 LTR. FT.	10 818 THE		1497 (219) des		MOT 618 CH				180 430 89225	NOT 81# CH		NOT 019 MM		ANT \$10 m				180 190 89225
	N. 430 07:	MCE 121 42		F,073.000 LIN. FT.	JURT (\$19-4M		HOT 919 CH		NOT 618 CM				180 430 89229			NOT 210 Gr		ma 010 TWN				180 430 89279
		1005 121 13	10-15) 10-15) 14-16-16	4,773,000 L10, FY.	907 BID 90				101 910 Gr		NOT \$19 GH		IOC 430 01233	MOT 818 CH				MPT 910 MM		107 B18 GH		FBC 438 89733
	IC 414 89	UCE 125 11	N- 561	2,000.000 (38, 77,	WET 818 MM		101 919 00		MOT 918 CH		NOT 810 CN		FBC 430 49238	NOT 819 CH				NOT 610 MI		HOT BLE MA		
	LC 410 00	UCC 121 1-		1.544.000 LIN. 77.	107 019 Gu		NOT 010 0H		MOT 019 00		NGT 618 CH		18C 430 89248	107 818 CH		MBT 010 AM		MPT 910 mm		107 810 da		102 439 19
	RC 410 01	UCE 121 1		1,460.000 (.)0. 77.	407 S10 GH		NOT 810 WH	-	MOT BID ON		Met gjû de		IBC 430 09241	NOT 810 CM		467 918 94		NOT 010 CM				100 m m
	BC 436 144		122 10 10 10 10 10 10 10 10 10 10 10 10 10	\$2.000 LDU. FT.	107 010 <b>0</b> 1		107 919 MI		MP 018 TW		ND 010 100		19C 430 99242	NOT BID ON		NGT \$10 (M		MOT 810 MM		NOT 912 CH		100 470 04142
	AC 430 982	\$7 H 19 T	NOT SO I	- 10.000 £50. FT.	MPT 819 68		NOT 910 CH		1997 B18 CH		MBT 818 GH		190 +301 ++993	NOT \$15 CM		NOT 010 CH		MBT 910 40		HOT 519 MH		100 4301 44003
	BC 430 584	9001	18" (8) 180 SECTION (COM PIPE 8	I.GOD EACH			NOT 910 ON		MOT 018 OH		MD1 010 4M		180 430982325	M07 812 CM		mat 819 m		101 BID (m		107 819 4H		100 430902325
	BC 430 994		10- 50) 140 SLC7100 101.19 PTPE1	S. GOD EACH	MET \$10 MI		MAL #38 446				HUT 810 CH		180 438984325	NOT 910 CH		NOT 010 CH		481 818 av				180 498984325
	BC 430 995	619" 1	10 - 50 I 140 SECTION (COM PIPE B	4.000 EACH			107 818 40		MOT 818 CM		401 910 QH		IBC 430984483	· mot 618 des		401 818 BM		MPT 010 4M		NOT DID ON		100 430984403
			38- 801	2.000 (ACM	107 010 Qu				NOT BLE CH		101 818 QH		100 430905330	NO 018 70H		HOT 818 MM		1977 819 GM		NOT \$10 MI		180 439585358

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FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.53(5), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

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Contrac	et 10.	(9+73 CBri INNE)			<b>**</b> *(	4.49.76		8 <b>9</b> (H	ED AT TALLAHAS	EPARTMENT OF TH MARY OF BIDS SEE. FLA. 1	MILPORTATION									m.2.	(Learns)	
				· PURCELL. R.E.	CONSTRUCTION		T B A C T # 8 INUCTORS, INC	MULSH SPOUP LT	D. T THE P CHA A	D	CTORS, INC.	19433	0 stand		-		CONSTRUCTION		rors. INC.			19433
1721	<b>F</b> R	THEN DESCRIPTION		(05514 8 (0511 Pa)Ct	FL MICHINI	CORAL SPRINGS	FL.	WESTERN CONTR. FT. LAUDERGALE WIT PRICE		INCLIS WRIT PRICE	FL Motori		TANP B 101		FL ANOUNT	PALM NARDOR.	FL ALCOUNT	TAUPA WHIT PRICE	FL.	LANDO.	FL.	
LT BC 430 985	341		I. Sim Each	nef \$10 4a								19C 430105341		610 G								IBC 4307053
T SC 430 105	342	MITENER END SECTION ICOM PIPE NO	1.000 1.001			HOT 818 64						HEC 430985342										
	STRUCT																					
440 Z		CONC CLASS IT I THPETER		·····																		
460 4	!	CONC CLASS TV 49005700	2.909-100 Ct. 10.		1,103,328.04	325.0000	971.132.30	274.9200	021.498.45	310.0000	1,129,901-88	2 400 2 4			741.025.00	366.0000	1.075,714.00	386-0608	1,045,895.98			
	'	TUNE I SMARTER APARAMET	798.490 Cg. 10.	301.2400	291,100.02	<10.0000	38, 790, 99	363.0100	230,093.06	378.0000	299.015.20	2 400 4 5			915,380.00	360.0000	203,024.00	275.0000	216,010,00	477.7100	337, 206. 56	2 490
	2	THE I FLOOR BROUTINE	1,530.000 LIN. FT. 0,003-000 \$0. 10.	1.1200	75,694.90 13,345.76	1.6500	13,204.95	1.6300	37,179.00	2.1000	68,858.89 16,806-39	2 400 5 3 2 400 7		1.6000	30.250.00 14.005.40	21.3000	37,179.00 15,005.00	33.4000	13,605.10	2.400	\$7.752.06 19.607.30	; #
100 147			39-140 CK. FT.	526.0008	20,844.90	450-9000	17, 995.00	\$22.6009	20,433.64	560.0000	82.678.00	2 400147		300.0000	11,730.00	550.000F	21,305.00	625-8008	24,476.80	641.3688	23,005.00	2 4001
400 140		1 0C1W STEEL 1907CHST	1,472.000 LIN. FT.	43.2000	63, 990. 48	27.0000	31, 144.00	40.50(9	\$9,783.20	41.0000	<b>47.18</b> 4. <b>88</b>	2 4001 és 1		30.0000	44,168.80	41.0005	96,1=0.00	41.5000	61,000.00	49.1200	70,032.64	2
415 1		NETWEN	400.397.000 FMM	0. +000	275, 394.96	9.4995	275,358.00	0.3100	234,706.89	9. 4460	382.894.18	2 415 1 4		ê. 4000	£75,358.00	8.4200	209.126.74	0.4708	323.546.99	0.4988	338, 430.56	2 415
		CTUPE I PREST BEAME ITYPE IN	99.995.000 Paulo	8. 4000	39,943.00	4. 1000	39.942.00	0.3900	30, 943, 45	8.4499	43, 938.20	2 445 4 8		0.5000	49,927.98	0.4200	41 ,999.10	8.4488	\$3, \$36.29	0.4999	47, 238, 49	2 415
			7.013.000 L20. FT.	01. 400F	885,923.29	10.0000	498,918.08	31.0100	383, 343. 53	95.0000	666.235.00	2 498 1 3		\$2.9000	434.005.00	10.0000	631,178.00	10.0005	631,170.00	89.3488	509, 592.02	2 450
			. 2.592.000 Ltm. FT.	120.0000	317,000.00	100.0000	251,990.00	74.7900	201,098.21	131-0000	313.549.00	2 450 1 5		125.0000	\$37,379.00	125.0000	337.375.00	129,0000	323,000.00	144. 3508	305,540.05	3 436
455 4		(30" SO- PILING GRIVEN (PREST CONE)	9,100.000 LM. FT.	T2.000	655,298.00	10.0000	\$37,000.00	84.6900	788,879.00	19.0000	110.900.00	2 495 3 5		31.0000	464,100.00	73.0000	987, <b>988</b> , 98	82.0000	746,200.00	11.6400	891,924.88	2 495
***		rage ser	9,100.000 LM. FT. 126-000 EACH	0.1600 1,344.0000	8,736.00	1,0000	9,100.00	3.0009	21,300.00	1.475.0000	9, 555.00	1 1 4 1		1.0000	9.100.00	1.000	9,100.00	1,0000	1,100.00	1.0700	1. 131.00	2 7
		PILE SPLICES 130"1	TE. OR LICH		1.449.00	710.9000	13,300.00	1,000,0000	11.000.00	\$25.0000	1. (50. 00	2 453 17 5		100.0000	1.000.00			122.0000	1.78.0	1.201.1300	17.00.14	1 0
411 121		NEST COMPORTANICS NEST PILES PRINTSHED	18.408 EACH	1,132.0004	20, 734.00	\$25.0000	9,450.00	2,900.0000	36,000.00	1,260.0000	22.580.00	2 4531.37	5.	000 . P000	10,000.00	1,200.0000	21.600.00	1,230.0000	22,300.00	5,346.3600	96,234.48	2 415
455 141		130" SO- NEST PILES OFIVEN	1,968.000 Ltw. PT.	2+0.0000	446,400.00	98.0008	167,409.08	126.1200	234, 903.20	259.0000	463.600.00	2 435140 13		145.0008	492.989.98	* 238.0000	465.000.00	360.0000	447,000.00	320.7000	995,650.00	
449 1		138" 501 ENPAREION JOINT SEAL ISTRIP	1,000-000 198- 71-	4. 5000	8,929.99	1.0000	1.860.00	3.0009	5,500.00	5.2980	9. 765. 80	2 455141 13		1.0000	1.050.00	5.0000	9,500.00	1.0000	1,960.00	1.9760		
130 1		RIPHAP INGELES IBANK A	467.000 t.m. FT.	00.1200	39.515.04	80.8008	31.568.80	78,4308	33,947.26	79.0000	36,150.88	2 40 7 4		88.4000	38,564.49	TE.0000	34,754.80	\$3.0000	44.826.99	50.0100		
			3,129.700 100	36.0190	179,976.96	36.0000	121.200.00	45.0000	143,536.50	56.5000	100.218-05	2 530 3 5		45.0000	143,536.90	32.0000	102.010.45	\$7.0000	181,812.90	50.0100	107,506.26	£ 550
	5100	411217100 910 27245 470040146 ELECTROPE 1707015																				
620 1			230.000 130. 71.	4. 2000	964.00	4.0000	929,00	4.2008	966.00	4.5000	1,035.00	3 620 1 1		4.5000	1,035.00	4.2000	998.00	4.2500	977.90	4.4900	1,032.70	3 629
			1,730.000 LJm, FT.	2.1400	5.017.00	3.0000	5,190.00	2.9000	5,017.00	3.0000	5,190.00	3 430 1 12		3.0000	1,198.49	1.9000	5.017.00	2.9900	5.103.90	3.1000		
832		SPIN WINE ASSEMBLY HON HE WINE	1.000 FER INTER	2,263.3000	2.242.30	2.300.0000	2.300.00	2,262.3000	2.262.30	2.400.0000	2.400.00	3 632 7 1	,	. 200. 0000	3,300.00	2.242.3000	2.742.30	2.300.0000	2,300.00	2,419.0000	•••	
634			1.000 PER INTER	927.0000	\$27.88	1,000.0000	1,000.00	927.0000	927.00	909. 0000	985.98	3 634 4112	•	. 990. 4009	1.000.00	927.0000	927.00	130.0000	\$30.50	972.0700		-
			10.000 LIN. FT.	8.7000	67.98	18.9080	100.00	8.7000	87.60	9.0000	10.00			10.0000	100.40	8.7666	87.88	8.7588	87.90	9.3000		
639			10.000 EACP	302.1000	2.629.66		2.000.00	292.9000	3,029.00	216-0008	2,160.00			200.0000	2.000.07	202.9000	2.029.00	205.4000		F16.9608	1.169.00	-
137		CLECTOICAL SERVICE NINE	1-000 ASSEMELT 10-000 1,7H, FT.	521.9000 2.9000	\$21.90		608.08 29.00	521-9000	521.10 20.00	353.0000	995.00 21.20	3 639 8 1		\$25.0000	525.00	\$21.9000 2.0000	\$21.90 20.00	\$25.0000	525.00		350.05	
	ığı 196	STRAIN POLE CONCEPTINGS SPOCIA	1-000 EACH	4. 547. 1000	6.962.96	6.000.0000	6.000.00	8.982.9004	6, 902.10	8.700-0000	6. 900. 80	3 641 10130	•	. 500.0000	6.500.00	4.982.9908	5.398.98	5.500.0000	8.000.00	6. 953. 3780	6, 953.37	3 44
849 1	10 100	STRAIN POLE CONCIPOLITON POLE	L	4.434.5000	8.831.W	8.308.8009	6. 500.00	4.431.4000	6,631.00	7,8%.0000	1,050.00	3 641 10164		. 500. 0000	6.500.00	8.631.6000	6.631.00	6.700.0000	6.700.00	7,090.9000	7,990.90	3 64
170	1 159	SIGNAL WATTIC, 12- STO		-	4.077.8	100.000	4.000.00	\$49.7000	4.011.00	334.0004	4,400.00	3 650 1131		300. <b>9909</b>	4.000.00	909. Tour	4,977.60	\$15.0000	4.120.00	545.0100	4, 350.00	3 85
676	1 132	SICHA, TRAFFIC, 12" STO	1.000 ALLINE.T	\$10. Toos	1.621.4		1.900.99	818.7000	1,621.40	965.0000	1,730.98	3 050 1133	,	\$40.0000	1.500.00	810.7000	1,621.56	625.0000	1,650.00	144.1400	1,733.72	3 634
496	\$ 151	SIGNAL MARTIC. 12" STO 15 SECT CLUSTERS	2.000 ASSEMELT	677. SOL	1,399.2	100.4006	1.400.00	\$19.600	1, 299.20	743.0000	1.490.40	3 650 9151		100.0000	1,408.88	677.6880	1,399.30	725.0000	1.450.00	240.0000	1.08.12	1 494
853 11	**	SIGNAL PEDESTRISAN INCON 1	8 8.000 ALLENE, 7	\$13.000	3. 572.0		3.000.00	\$53.4000	3,512.00	300.0000	3,320.00	3 4531 11		550.0000	3,300.00	957.0000	3, 322.00	540.0000	3.346.00	972.1600	3.997.96	3 651
013 11	12	STEMM, PEDESTOSAD ENERGY (	T. ORD ADDINE T	874.000	914.0		980.0	874.6000			130.00	3 453472		999.0000	100.00			940.4000	908.08	935-1000	135-10	3 65
499.14	e1	SIDNAL WERE ANTILIANTES COACE O	4.000 EADI	118.3000				116.5000	ML.00	125-000	500.00	3 639101		125.0000	500.00	116.5000	455.00	120.0000	460.00	124-5700	490.20	3 851
699 11	-	SIGNAL HEAD AND IL SAUSES (PANAL) VISON	45-000 (10)	9.790	400.2		4,000.00	8.7000	400.20	9.2300	425.9	3 657146		1.0000	414.00	8.7000	480.20	8. 1500	482.50	9.3000	427.80	3 451
<b>659</b> ti	87	SIGNAL NEW ANTLINAS (ALUM)	2.000 (.)(2)	493.000	967.2		900.00	et).6604	\$97.20	325.000	1,050.00	3 459107		300.0000	1.000.00	477.0000	987.20	500.000	1,000.00	\$27.7908	1.053.98	3 699
859 1	-	SIGNAL HEAD ANTICLARIES CARE I		F83300			300.9	163.3004	171.60	175.000	750.00				350.00	163.3000	175.64	165.000	130.00	174.6100	341.22	3 659

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FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.53(5), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES, •

CONTRACT NO.	the 22 COnstitute			DATE	4701796			OF FLORIDA ( SUR D st 12112012	NEARTHEAT OF TH ANAT OF BIDS SSEE. FLA. H	MISPORTATION MICH 27, 1996	•		•						second and	(Janatrisi )	
			* PRICELL, R.E. 1			T 8 A C T 8		LITHE DOA A	p.A.B. CONSTRU	c1045, 14C.	- 19	433	B IMPEANAT COMPA		WELSON, BAVID.	CONSTRUCTION	CONE CONSTRUCT	WR. DC.	AMERSTREET PAY		19433
	FTEN BESCRIFTIGN	Quartery gast	INC. ODESSA O UNIT PRICE		CORAL SPRINDS	71 100000	WESTERN CONTRA FT. LANDERDALE WIST PRICE		MALT MUCE				TIMPA. B MILT PRICE	FL MADUNT		FL		FL	LANCO.	FL.	
669 I FRS	LOOP SETECTOR INDUCTIVE (FOL)	11.000 EACH	(23,5000	1,300.30	125.0000	1,315.08	123-3000	1,300.30	133.0000	1,493.00			125,0000	1,375.00	123.5000						
565 1 164	LOUP PETECTOR SHENCTIVE FPOLS CTUPE 41	4.000 EACH	100.5000	642.40	150.0000	401.00	144.400	642.40	170.0000			10 1184	175,0000	705.00	100.5000	1,300.50	121.0000	1,397.00	134.1988		3 660 1103
000 2 IB0	LOUP ASSEMBLY (FBI)	T. COD ASSEMBLY	\$21.900	3,453.30	500.0008	1.500.00	321.3008	3.451.30	355.0000			60 2101	\$25.0008	3,675.00	521.9000	1.653.30	163.0000	652.00 1.615.00	£71.7300		3 868 1104
969 2 192	100P #552140LY -4F811 177PE 85	6-000 ASSEND	\$39,5000	1.237.00	550.0000	3,360.00	377.3000	3,237.00	570,0000		3 44	-	110.0000	1.398.68	531.5000	3,003.30	\$45,0000	3,279,99	758.0500		1 966 2101
660 2 106	LOOP ASSEMDLY (POL) CTUPE PS	8.000 ASSENDLY	\$33.0000	3,291.64	350.0000	3, 300.00	\$33.6000	3.201.60	565,0000			10 2105	\$30,0000	3.308.08	533.0000	3.201.00	575.0000	5.218.98	\$76.8700 \$79.3000		3 660 2182
<b>669</b> 4 4	LOUP WATERIAL FORTHAL -14	400.000 LIN. FT.	2.9000	1,992.00	38.0000	14.488.98	2.7000	1,397.00	1.5000		• ••	60 e 4	1,0000	1,448.60	2.500	1,312-00	2.1509	8,416.00	3,1000		3 668 2106
869 70 123	LOOP SPEED CLAL ASSEMPTITINE LOW	2-000 ABSEMELT	2,437.7000	4, 675. 46	2.500.0000	1.001.00	2.437.7000	4.115.40	7.310.0000			40 10123	2,540.0000	5.000.00	2.437.7000	4,813.49	2.500.0000	5,000.00	7.00.560		3 544 4
001 10 116	SENSOF PIEZO ANLEIFBER AT SENSOR PER LUI IG LAMEI	1.000 ASSEMILT	4,725.7000	4, 123. 10	5.000.0000	1.001.00	4. 123. 7000	4.723.70	5.015.0000			61 10115	4.736.9000	4,750.00	4,123,7000	4, 223, 20	4.000.0000	4. 100.00		8,213.12	
\$63 13	BETECTOR PERESTREAM IF AS MORTECTO	#-000 EACH	101.0000	838.40	110.0000		164.0000	838.49	111.9008			45 13	100.0000	100.00	101.000	4, 123. 40 131. 40			5,658.9288		3 641 701
668 12	BETECTOR CADINET APPE INTINE 1	1.000 5400	1.338.0000	1.330.00	1.000.0000	1.000.00	1,331.4000	1.338.00	1.422.0000	1,427.00		47 12 64 12	1,490,9000	1.00.00	1.330.0000				112.000		3 665 15
678 119 654	ENTRY ASSEN ACT 35 76118-4-4.001.	1-000 40121011	11,139,1999	81,159.10	12,000.000	12.000.00	11,199.1000	11,159.10	FT.055.0000	11.063.00		00 FZ 20013034	F. 800.0000	1,499.00	F. 330.0000	1.191.00	1,350.0000	1,710.00	1,430.6900		3 668 12
690 10	STONAL HEAD THAFTIC REDUKET NEWS	9-000 EACH	29.000	299.20	30.0000	779.00	20.2000	259.20	39,6300	275.09			14.000	11.000.00		11,199.10		11,300.00	11.932.1100		\$ 6701 + 3034
010 30 510 30	POLE NEWOVAL ENTIL ASSEM RENOVE	2.000 CACH L.ONG CACH	580.4000 172.8000	1,100.00	900.0000 200.0000	1,000.00	500.4000 172.9000	1,160.00	1011.0000	1,234.00	3 61	10 38	600.0000	1,299.00	29.0000 500.4000	299.20 1,160.00	29.9808 985.4008	265.90	30.0080 620.6100	277.20 1.241.22	3 696 18
110 M	SPAN WINE ASSENDLY REMOVE	1-000 EACH 1-000 FER 10758	201.4000	201.80	200.0000	200.00	201.6000	301.60	215.0000	215.00	3 61	70 10 10 80	115.0000	175.00	172.0000 201.6008	172.00 201.00	175.0008 285.0008	115.00 205.00	164. T700 215. 3700	184.11	3 670 60
690 · ····	STONAL BOUTPHENT MISCELL MINES HEN	1.000 FER 1815	201.0000	201.00	200.000	200.00	201.0000	201.60	215.0000			70 <b>90</b> Milan	175.0000	125.00	172.0000	172.00	113.0000	175.00	184.7700		3 690 90
788 48 58	5100 PANELS (P & 21 (15 00 +1	2.000 EACH	487.5000	415.20	200.000	490.96	497.8008	815.20	433.4999	215.00 864.00		701097 00 49 19	200.0000	200.00	201.0000	217-64 817-77	205.9000 410.9000	205.00	215.5700	215.57 1.496.39	3 898188
11 gar	INF 819 17EM															•					
100 40 1	STON STINUE PORT														•	-					
194 48 2	STER SINGLE POST	39.000 #552100,1	170.000	5.050.00	209.0009	7,908.00	198.0000	5.030.00	248.0000			00 40 I	200.0000	1,000.00	190.000	3.998.99	192.0000	3.929.00	179.8400	7,005.96	4 100 40 1
THE 41 1	412 - 251 5198 MALTI PORT	17.000 #51(MQ.7	123.0000	6.175.00	408.0000	7,660.05	325.0000	8.173.00	552.0000	18,498.00			425.0000	8.075.00	325.0000	6.115.00	370.0000	6.270.40	329. 3400	6,257.46	4 199 49 2
760 45 11	1100 09 (251) (100 09 (251)	1.000 /55040.7	1.700.0000	1,780.00	1,000.0000	1,000-00	1,100.0000	1.700.00	2.498.8000	2,498,80	4 10	08 44 8	4.750.0000	4,758.00	1,700.0010	1,100.00	1,123.0000	4,725.40	2.673.1000	8.673.18	4 700 41 1
100 44 12	STEN ETISTING INCHOVALT	2.000 PSSENULT	10.000	20.00	30.0000	60.90	18.0008	20.00	10.4500	gi - 30		08 45 11	1.0000	2.00	10.0000	20.00	10.2500	20.99	35.2908	70.50	4 196 46 FT
100 47 2	THE TI - POSTA SICH INST. (XISTING BREAKTER SUPP	1.000 /55540,7	\$mp. ####	260.00	50.0070	50.00	208.0008	200.00	133.0000	133.00	4 11	W0 46 12	200 dage	200.00	200.0000	<b>380.00</b>	143. <b>HOD</b>	203.00	106.9308	106.93	4 780 46 12
705 10 13	UNT MULTI POST UNRUER OBJECT FPOLT NO	1.000 #15(50),7	500.0000	\$48.00	1,550.0000	F.550.00	500.0000	500.40	419.0000	419.00	4 74	99 47 Z	390.0000	950.00	384.9099	398.99	313.0000	\$15.00	1,110,0300	1,710.03	4 789 47 2
100 10 23	WITED: 17172 31 James CD.CCT 100.2CT	2.000 (JCH	100.000	200.00	100.0000	200.00	100.0000	\$08.00	107.4040	374-00	4 71	W5 18 13	180.0000	200.00	100.0000	200.00	107.0000	204.00	101,5000	203.16	4 705 10 13
105 21		3.000 EACH	100.0000	200.00	150.0000	380.98	198.0000	200.00	133.0000	266.00	4 10	45 18 25	100.000	200.00	100.0000	200.00	102.0000	204.00	101.5000	203.16	4 105 10 23
105 8 82	C	10-000 EVCH	31.0000	639.09	40.000	729.00	35.0000	630.40	62.0000	1,116.00	4 74	45 71	68.0000	1,000.00	39.2000	1,055.00	35.5000	439.00	29.9408	\$58.12	6 795 71
106 8	ICLASS BI	2,676.000 EACH 5.000 EACH	3.3398	6, 705, 48	3.2568	6.747.00	\$.5008 1.0000	3, 413. <b>40</b>	3.0500	7,992.40	4 1	106 E 12 106 2	3.1500	1,703.00	3.1000	7, 479. 80	5.7000 1.0400	7.001.20	3.2300	6.705.40	* 105 1 12 * 106 1
	PIRECTIONAL MORES, PAINTED	11.000 EACH 12.000 EACH	21.9000	241.70	90.0000 50.0000	950.08	16.0000	176.00	26.0000	295.00	4 1		15.0000	165.00	16.0008	\$75.00	18-3008	101.50	21.9900	4. 65 241 , 89	4 710 6
THE 25 M	THATTIC STRIPE SOLID CONTRACTOR	1,964.000 1,18. 77.	8.1780	353.00	8.1500	1,473.00	Ø.9000	982.08	1.0700	2,101.40		19 25 #1		360.00	32.000	304.00	32.3000	390.00	23. 7500	285.00	4 710 T
710 25 101		\$76.000 LIR. FT.	8.3990	103.36	2,560		1.0500	952.30	9. 1299	168.37		10 25161	0.5000	902.00	0.5000	902.00	0-5206	1,621.24	8.1799		
T10 25		8.400 38. 18.	6.0100			1,315,88		952.34 \$.09	21.2500	194-32		10 29	1.0000	576.00	1.0500	952-30	f.1000	\$78.68	0.3608		4 718 25181
110 30	REPLECTIVE PAINT LISLAND HORET	45.000 38. 18.	4.0100	1.00	12.5000	5.00							15.0000	5.00	13.0000	¢. 00	15.1500	6.65	4,8190	1.60	4 118 29
101 3	PROT MESSACES THEMME			193.86	10.0000	458.00	12.5000	\$72.90	26.6000	1.210-50			12.5008	972.50	12.5000	\$72.30	12.7900	903.95	4.6198	103.06	* 714 38
M1 4	BINECTIONAL ARRONE THERMOTE	8.000 EACH	75	845.00	99.0000	649. <b>0</b> 0	125.0000	949.00	150.0005	1,298.00		ni 3	140.0000	808.08	145.0000	649.00	105.0000	848.95	75. 1260		4 711 3
111 \$	ANTIC LINES THEMAT	107.000 EACH	34. 1988	3, 659. 33	30.0000	3,210.00	-	4,360.25	33.0000	5.671.00		()) <b>4</b>	40.0000	4,200.00	40.7500	4.364-25	41.0000	4,361.88		3.661.54	4 m 4 🗨
¥11 X	AFTE COUTEDS THENHILL THENHIPE	190.000 Lin. FT.	9. 1140	196.90	1-0005	130.00	#.7008	105.00	0.6500	97.98		At 5	0.7500	112.58	0.7000	105-00	0.7200	100.00	8.9100	136.30	4 711 9
Tee 30	ASTIC TRAFFIC STRIPE BUT INCOMPLANT	1.175.000 SO. FT.	1.3000	1,317.90	1-000	1,173.00		1,440.79	1.7000	1.997.50		MI T	1.2508	1,468.75	1.2900	1,468.75	1.2700	1,492.25		1.527.50	4 111 7
111 33	CHARTER STRIPE SEP INERADALAST	3.872 UP055 W.	120.0100	5,668.95	\$08.0008	3,936.00		5,116.00	305.0000	4, 603. 12		111 30	\$30.0000	5,116.00	610.0000	9.118-00	\$79.9909	9,274.24		5.673.27	4 111 31
311 34	CT (WHITE) WARTE STRIPE SEEP (THEMOPLACT)	756.000 LIN. FT.	8.000	453.68	1.0000	756.00		453.68	8.5498	463.84		<b>111 111</b>	0.6000	453.60	8.600	453-00	8-6300	478.20	0.000	453.60	4 711 33
711 75 121	THEFT STRIPS SOLID CHEMINELIST	679.000 LTR. FT.	8. 1989	\$15.28		678.00		aay, 78	9.6498	435.92		FF 34	0.6500	448.78	0. 53 <b>0</b> 0	640.10	0.6000	461 . Bil	8.7600	\$15.29	4 911 34
	SCHIMITEL 412")	1.118.000 \$18. 77.	1.2300	1.315.14	1.0000	1.111.48	1.0500	1,173.90	1.5000	4.677.00			1.0000	1,118.00	1.0500	1.171.10	1.1000	1,229.00	1.2308		4 711 95121

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.53(5), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

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1	CONTRACT	<b>ID.</b> 19433	CONT HINKS			1				\$747	er riana i											· - 7 - 1	Gansi a	
					9	5	<b>Beaut</b>	4/81/96		0*CH	902 10 41 14(1444)	SSEE, FLA. W			1	:						SHETT OF	Same .	
:						:										-						SHELT WA		•
:						PURCELL. R.E. C	30515051100		T # A C T # #			B & B. Cristian		- 19433						*****	*****			19433
								CORAL SPRINGS		WESTERN CONTRA	ACTORS, 1 TD.					· HARDANAY COMPAN	-		CONSTRUCTION	COME CONSTRUCT	ops, juc.		NE COMPANY	
٠	LLEN MANUEL	ę1	EM DESCRIPTION	Canet   11	and the second sec	e witt enter	PHOTON	Ant & Ant CE	FL Markini T	WIT PRICE	FL Micunt	WELLS WHIT PRICE	FL.			TIMPA. TIMPA. TIMPA.	FL MOUNT	PALS HARBOR, UNIT PRICE	FL #400417	TANPA UNIT PRICE	PL MONT	LANGO. MILT PRICE	PL 10070041	
	711 95 684	WART IC	STRIPE SOLID CHIERMOPLIST																			and the second		
	711 35 247	TRAFFIC	STRIPE SOLID I THERMOM AST	2,960.000		1.0400	4,342.48	1.5000	3,540.40	1.9208	4,531-20	2.1500	5.014.00	4 111 35161		2.0000	4,729.00	1.9200	4,531.28	1.9900	4,992.00	1.9406	4.347.40	4 714 35rat
	711 36 181	THAT IC	[] 124"] STRIPE 98.99 (94694091457	481.000	LIN, FT.	2. 1000	1,208.94	1-3000	1,007.50	2.3509	1,827-65	3.7508	1.311.25	4 711 35241		2.5000	1,007.50	2.5500	1,027.06	2.0000	1.047.00	2,3000		4 111 25241
	711 17 64	IC II WELL		1,913.000	1 LM. 97.	2.2000	2,309.64	3.0000	3,035.00	2.0500	2.016.45	7.5000	2.532.90	4 711 38101		2.8000	2.925.00	2.0100	2,078.08	2.1000	2.127.30	2.2000	2.309.64	4 711 36101
	111 17 10	IC IC MILTS		9.37	HET WILES	1,727.0500	9.630.03	4,200.0000	8. 691 . 20	1,510.0000	8, 977. 36	1,191.0009	9.444.19			1.600.0000	8. 921.60	1.510.0000	0.977.36	1.010.0000	1.200.40	1.721.4000	••••••	4 717 37 4r
		DC PC WATTE	17 1 8"1	1.961	HET HALES	3. 425. 4100	5, 993. 99	1,300.0006	2.341.30	3, 500.0000	5. 931.00	1,479,0000	5.107.00	4 711 37 81		3,940.0000	3. 931.80		5,931.00	1.709.0000	6.007.90			
	111 30 61	ICH WELL	STRIPE SOLED THERMOLAST	\$-331	HET WILES	2, 333. 4508	12.458.28	2.500.0000	13.327.58	2.245.0000	F4.968.10	2.233.0000	53 mm	4 718 30 61		•		5,000.000				3,458,3200		1 711 37 81
			17516													2,250.0000	11,994.75	2,243.000	11,968.10	2,300.0000	12,261.30	2.337.3700	12,460.52	4 TH 20
			iter malle stivict																					
	771 17		AT ASTOCSTO	1.000	P Land Sale	4,548.7468	4,048.14	\$,000.0000	5.000.00	2.100.0000	2,100.00	1,000.0000	1,800.00	3 121 12		358.0000	354.00	10.010.000	NI. 1995. 00	4.300.0000	6.309.00	4.925.4795		3 10 10
			/145106516/	1.00	I LINP SIN	3,132.4908	3,232.49	3,000.0000	5,909.00	2.100.0000	2,100.00	1.019.0008	1.000.00	s m n [`]		340.0000	-			1.000.0000	2.00.00	5.110.1900		
	130 16 11		124-0	38.60	6 L ML 97.	61.9700	3, 394.28	90.0000	4.648.08	60. CON	4.640.00	P0.0000	1.549.00	5 730 76113		63.0000	1 220.00	N	4.734.80	14.9889			•••••	
	<b>1 100 16 200</b>		(127)		Lin (1.	101.5000	4.427.50	10.1000	5.000.00	80.0000	6.000.00	di. 6000		3 130 19201		125.0000	10.421.00		4,734.00		4, 292.00	\$3.0900		\$ 730 76113
			(14-1		ILM. FT.	74.5700	11.036.36	100.0000	14.000.00	148.0000	14.000.00	10. 1aus		5 130 10.001						130.000	11,968.00	46.1208	4,996,35	5 730 76207
	730 76 213		STEEL CANCENDERS		- LIN. FT.	83.2000	46.121.06	120.0000	64.120.00	120.0000	64,929,00	60.0000				150.0000	22.200.00	101.0000	14,000.00	192.0000	22, 496.00	50.2100	8,703.68	\$ 730 16209
	X *** ** se		11271		8 LIN. FT.	40.4946	2 183.00	40.0000						9 130 16213		250.0000	131.254-48	92.0000	49,112.00	104.0000	99.544.88	96.1000	\$4,833.98	5 730 7621 5
		COLORING C	PACENS TERET		• CACH				1,308.00	49.0400	1,398.00	42.0000		\$ 130 18507		75.0000	3,315.00	43.0000	2,023.00	67.0000	3,015.00	31.0405	1,621.98	5 138 76587
	130 11 e	ensine :	SPACEAS (PBL)			73.5000	012.00	120.0000	1,440.88	125.0000	1,500.00	1 10. seed	1.568.98	5 730 77 85		158.0000	1,000.00	65.0000	789. <del>62</del>	133.0000	1,996.00	176.9000	2,122.00	\$ 73e 77 es
	737 10 0		LOCATE PRODUCTOR		+ LACH	99.3408	5,061.00	140.0000	8,260.00	149.0000	#.260.00	t 40.0000	8,737.98	3 730 77 07		150.0000	0,159-00	\$1.00#S	5.015.00	105.0000	10,574.00	104.0100	10, 103, 79	5 736 77 67
	131 10 1	8 871L277	LOCATE UNDER-P		e Caca	85.4788	1,000.14	108.0000	2.200.90	93.0000	2.090.00	129.0008	2.648.00	5 737 FB F		80.0000	1,760.00	200.0000	4, 499.00	102.0000	2.244.00	261.9700	5.763.34	5 737 70 1
	1900 000 2	AVENENTS 9 PIPE			e tam	100.2500	1,121.07	150.0000	1.010.00	168.0099	1,129.48	150.0000	8+0.45	5 131 18 2		150.0000	1,030-00	309.0000	8,100.00	127.0000	887.88	278.4198	1,946.07	3 737 78 2
	1988 988 2	CEH 1-	Str Sugary 1	106.00	a L18, 97,	177.2300	20,3%.10	15.0000	2.490.00	18.0009	1,600.00	3.7000	397.00	5 1500509 19		20.0000	3.200.00	10.000	1.649.00	61.50PD	1,840.00	13.0500	2.537.60	5 1500500 19
	1511 120		07 18551 5 00CT118 1000 17011		0 LNR. FT.	8. (7500 3. 497. (7500	23,476,60	7.0008 8.000.0008	90.154.00 21.600.00	\$.900 <del>0</del>	68.712.00 31.940.00	8.4000 5.400-0007	15.116.00	\$ 1500100 25		10.0000	114,529-80	2.0000	29.115.20	4.8588	95.542.20	5.2500	69.123.00	1 1700100 23
	1513 120 30	8 PIPE 10	CTILE IMME CPALT 1996		e LIN. FT.	16.7100	6,051.72	20.000					33.640.00	5 15/1120		5,000-0000	33,000.00	4,200.0000	87.128.08	6,000.0000	39,660.00	7,594,5200	58,123.05	\$ 1511120
	1013 150 35	T PIPE DU	CTILE 1000 IF811 HTWL					••••••	7.148.10	39.0000	7,148,69	22.3000		\$ \$\$13120310		20.0000	7,149.08	13.0000	4,641.00	14.0000	9.212.20	32.2000	1,525.48	\$ 1513120318
	1515 160 Zu	8 PIPE PV			0 LIN, FT.	23.000	33,001.44	30.0000	64,949.00	20.0000	41,184.00	38.0000	44,848.98	\$ 1513120321		34-0006	44,040.00	18.0009	26.424.60	20.5000	30,094.00	34.8100	50, 107, 40	3 1913120321
	1513 100 22	PIPE P	10739 @*** *C #F&&? # <b>PW</b> &		6 118, FT.	11.0299	14,990.22	10.0008	34.496.88	18.0000	24,498.80	16.5500	\$2.574.95	5 1513160710		20.0000	\$7.320.00	0.0000	10,001.00	9.1500	12,453.15	10.2200	84,797.42	5 1513168218
	1918 128 38		RAJETSAN BARE ENERANT	3,499.00	W L94. PT.	14.0700	91,706.90	25.0008	41.325.00	22.0000	76.758.40	22-2340	17,630.25	5 1513150721		22.0000	11,758.00	13.0000	45, 357.00	13.1000	45, 385.98	27.7308	96,749.97	1 1513164211
	1910 120 3	1169 301	111 6-1 CTILE IMEN . FFOIT PRESTING	1,025-01	B LIR. /7.	25.3400	29, 973. 50	30.0000	30.750.00	27.5000	20.107.90	24.7500	25, 368, 75	\$ 1518120318		25.0000	\$1.625.00	24.0000	21.000.00	10.2300	10.100.25	31.0100	32.607.25	5 1510120310
	1910 100 21	1000 0 .001	WT1412-1	1,217.00	BLIN, 17.	29.6900	37,901.38	49.8008	51.000.00	35.0000	45.917.00	34.1000	49.545.70	\$ 1510120321		33.0000	44.695.00	20.0000	35,796.00	24.1000	31.205.30	43.0300	35. 970.91	9 (516) 20321
	1910 100 27	11000 - 201	mager B.a.	624.00	8 LM. 47.	13.9000	8, 749. 52	25.0008	16.108.08	23.0000	14.012.00	20.3500	15.254.20	5 1318160218		20.0000	12.000.00	11.0000	1,004.00	12.0500	8.146.60	29.9500	19,207.00	5 7574144214
		11015 401	wT1452**	918.60	ID LIN. 97.	30.4700	20.011.05	30.0000	21.346.00	30.0000	21.340.00	30.0500	30.171.30	111010121 8		30.0000	29.340.00	18.0000	17,001.00	12.000	10.502.00	36.3700		9 15+0+00221
	1942 116 1	G VALVE (	1 8-1	5.66	e tem	\$75.4000	2.012.40	750.8000	3.758.08	700.0000	3.900.00	944.0000	4, 120.00	5 1542115 10		\$00.0000	1.000.00		2.250.00		1.100.00	733.1400		3 1542116 18
	1342 178 3		(12*)			941.9700	8.417.13	1.000.0000	1.000.08	150.0000	8.559.09	1,455.0000	13.005.00	5 1542116 21		1.500.0000	(3,500,00	aris, and	7.050.00	1.000.000	3.007.00	1.253.1000		5 1542116 21
	1343 101 10	1841 18 1	INF TAPPING BLEEVE & VIEVE 27 2 871	4.4	IP EACH	1,726.0100	6.907.24	2.000.0000	8.000.00	1.010.0000	7.360.00	1,125.0000	15.308.00	5 1543111105		2.000.0000	1.000.00	1.100.0000	6.900.00		1.007.00	1,500.2500		5 154311110 Er
	1943 111 68	EF 01 34 83	101 - Tarfine Sleeve & Vieve 1- 8 12-1	1.0	n Cach	3.100.0100	1.100.01	4 640.0000	4.600.00	3.000.0000	1.640.00	1.011.0000	5. 105. 00	8 1943111119		4, 250, 6000	1.258.00	2.000.0000	2.000.00	4.310.0000				-
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FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.53(5), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

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Mr. Tom Boyd, Comptroller Office of Comptroller (M.S.24) Florida Department of Transportation 605 Suwannee Street Tallahassee, FL 32399-0450

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VIA FAX

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Dear Mr. Boyd:

Aloha Utilities, Inc. entered into a JPA with the F.D.O.T. (SPN:14570-3515/6516) on February 28, 1996. Pursuant to a letter from Mr. Tidwell, of F.D.O.T., dated April 18, 1996, we were entitled to a refund of \$224,126.26 of the original \$715,144.47 we deposited into your account. We have made several requests for this refund. To date we have not received it.

Mr. Tidwell has now prepared another JPA that he is requesting we execute (SPN: 14570-3517/6518) which will require funding by Aloha in the amount of \$63,833.20.

While we would like to execute the new JPA, and are prepared to do so immediately, I would like your assurance that if we authorize the transfer of \$63,833.20 for the new JPA from the requested refund, that we will receive the remaining balance of \$160,293.06 from you no later than ten (10) days from the date of this letter.

If you have any further questions or need further information, please contact me as soon as possible.

Sincerely,

ALOHA UTILITIES. INC. afee, A.

Stephen G. Watford Vice President

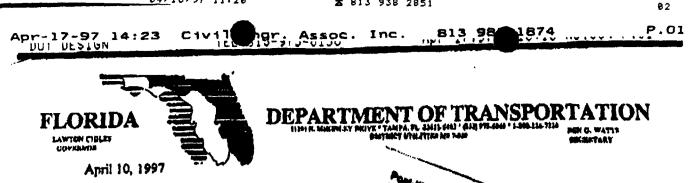
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Mr. Pete Gavalas Aloha Utilities 2514 Aloha Place Holiday, FL 34691

SPN: 14570-3517/6518/WPI No. 7115968 RE: Pasco County/SR 54/Madison Avenue to Rowan Road

Dear Mr. Gavalas:

In reference to the above project, please find enclosed one (1) copy of the bid tabs for your review and acceptance along with four (4) Utility Work Order Change No. 2. If you are in agreement with the low bid amount, please be prepared to submit the following by no later than April 23, 1997.

- Letter from Aloha Utilities accepting the low bid amounts with 10% contingency, plus 1) surcharges.
- Acceptance of the low bid amounts of the following: Bid amount \$60,054.37, 10% 2) Contingency of \$6,425.82 and 12% surcharges (Mobilization, Maintenance of Iraffic, and CEA) of \$7,416.72. These amounts bring the grand total of the Joint Project Agreement to \$73,896.90. Your original estimate and account balance of \$63,833.20 is less than the new amount.
- A Certified check from your financial institution for the amount of \$10,063.70. 3)

CERTIFIED CHECK TO BE MADE OUT TO: Department of Insurance - Division of Treasury

Mail to: Tom Boyd Office of Comptroller 605 Suwannec Street/MS24 Tallahassoc, FL 32399-0450

Also, please provide a copy of the certified check to this office for our files.

Four copies of the atlached Work Order Change No. 2 with original signatures on 4) each copy.



84/18/97 11:21 2 813 938 2851 0 <u>3</u> I L 1812-212-012 DESIGN c. ->

Mr. Pete Gavalas April 10, 1997 Pago Two

Your cooperation will be greatly appreciated and if I can be of any assistance please advise.

Respectfully,

П

Henry E. Humbert Assistant Utility Engineer

HEH/JR FORM#31

xc: Debbie Carroway, Office of Comptroller Daphne Mahagan, District Construction Services Marty Sanchez, P.E., CEI Construction Engineer Project File

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PROJECT AGREEMENT UTILIT INSTALLATION BY HIGHWAY CONTRACTOR NONREIMBURSABLE

FORM 710-010-22 UTILITIES - 04/94 Page 1 of 5

WPINO.	SECTION NO	SR	COUNTY	PAR NO	FAP
7115968	14570-3517/6518	54	PASCO	N/A	N/A

THIS AGREEMENT, made and entered into this ______day of _______, 19____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the FDOT, and Aloha Utilities, hereinafter referred to as UTILITY, an organization organized and existing under the laws of <u>Florida</u>, with its principal place of business in <u>Holiday</u>, County of <u>Pasco</u>, State of <u>Florida</u>......

# WITNESSETH:

WHEREAS, the FDOT is constructing, reconstructing or otherwise changing a portion of the State Highway System designated by the FDOT as State Project No. 14570-3517, Road No. 54, between Madison Avenue and Rowan Road, which shall call for the adjustment, relocation and/or installation of the Utility's facilities along, over and/or under said highway; and

WHEREAS, the plans for the said construction, reconstruction or other changes to be made, as above described, have been reviewed by the FDOT and the UTILITY, said above described UTILITY relocation, hereinafter referred to as "Utility Work"; and

WHEREAS, the term "Cost of Utility Work" shall include the entire amount paid by the UTILITY properly attributable to such work; and

WHEREAS, the UTILITY has expressed its desire to assume all costs incurred by this Utility Work and has requested the FDOT to include in said Project certain plans and specifications to meet the UTILITY'S needs; and

WHEREAS, the FDOT and the UTILITY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT AGREEMENT, hereinafter referred to as "JPA," providing for such work;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The FDOT and the UTILITY shall participate in a JPA, the scope of which will cover only the UTILITY facility within the limits of the project as included in the plans and estimate of the FDOT contract, more specifically described as the installation of water and sewer facilities. The estimated cost of said project is \$_63,833.20 including allowances; and the method of payment is specified in Exhibit "A" attached hereto and made a part hereof.

2. The UTILITY will prepare, at its expense, the design and plans for all of the necessary Utility Work specified above, and will furnish to the FDOT no later than <u>December 6</u>, 1996, complete original plans, same as FDOT's contract plans, all suitable for reproduction by the FDOT, together with a complete set of specifications covering all construction requirements for the Utility Work. Final plans shall be complete in every detail and will include a "Summary of Quantities" sheet. It will be the responsibility of the UTILITY to coordinate the development of the Utility Work plans with the FDOT'S plans. The FDOT, upon request by the UTILITY, will furnish all available highway information required by the UTILITY for the development of the Utility Work plans; and the FDOT shall cooperate fully with the UTILITY to this end.

3. All of the work on the JPA is to be done according to the plans and specifications of the FDOT which plans and specifications are, by reference hereto, made a part hereof. The UTILITY will be responsible for verifying the accuracy of the FDOT'S underground survey information, and will also be responsible for any changes to the UTILITY'S plans made necessary by errors or omissions in the FDOT'S survey information as furnished to the UTILITY. All errors, omissions or changes in the design of the Utility Work will be the sole responsibility of the UTILITY. In any conflict between UTILITY and FDOT specifications, the FDOT'S specifications will govern.

All Utility Work covering facilities to be relocated to a position within the FDOT right of way will be accommodated in accordance with the FDOT "Utility Accommodation Manual."

4. The UTILITY, at its expense, will furnish all engineering inspection, testing and monitoring of the Utility Work, and will also furnish the FDOT'S engineer with progress reports for diary records, approved quantities and amounts for weekly, monthly and final estimates. All field survey control for the Utility Work will be furnished by the UTILITY under the supervision of the FDOT'S engineer. The coordination of the Utility Work with that of the FDOT contractor and other UTILITIES and/or their contractors will be the responsibility of the FDOT, and the UTILITY shall cooperate fully in this matter. All information required for Changes or Supplemental Agreements pertaining to the Utility Work shall be promptly furnished to the FDOT by the UTILITY upon the request of the FDOT.

5. The FDOT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinafter referred to, and shall receive all bids for and let all contracts for said Utility Work all at the sole expense of the UTILITY. All bids for said Utility Work shall be taken into consideration in the award of bid on the FDOT Project and the UTILITY shall have the right to review and reject any and all bids on the Utility Work. If said bids exceed the FDOT'S estimated cost by more than ten percent (10%), the FDOT may elect to participate in the cost involved in the Utility Work. Such participation shall be limited to the difference between the FDOT'S official estimate plus ten percent (10%) and the amount awarded for the Utility Work. In the event the FDOT does not elect to participate in the manner prescribed above and the bid is rejected by the UTILITY, then the UTILITY shall arrange, at its own expense, for the prompt construction of the Utility Work in accordance with the relocation schedule submitted by the UTILITY. In the event the UTILITY elects this option, the UTILITY shall anotify the FDOT of its intent and request the refund of the deposited funds. Upon the receipt of such notice, the FDOT shall amend the highway contract documents prior to award. The UTILITY shall cooperate with the FDOT'S contractor to schedule the sequence of the UTILITY'S work so as not to delay the work of the FDOT'S contractor. The UTILITY shall defend any legal claims of the FDOT'S contractor due to delays caused by the UTILITY'S failure to comply with their relocation schedule, and shall comply with all provision of the law and the FDOT "Utility Accommodation Manual." The UTILITY shall not be responsible for delays beyond its normal control.

6. All adjustments, relocations, repairs and incidentals required to be performed to the existing utilities within this project, not included in this contract, will be the sole responsibility of the UTILITY and will be handled under a separate agreement and utility relocation schedule. All such work is to be coordinated with the construction of this project and in a manner that will not cause delay to the FDOT contractor.

7. All services and work under the construction contract shall be performed to the satisfaction of the DISTRICT DIRECTOR OF OPERATIONS or designee, and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for Utility Work; the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes thereunder shall be final and conclusive upon the parties hereto.

8. The UTILITY agrees that it will, at least seven (7) days prior to the FDOT'S advertising the construction project for bid, furnish the FDOT an advance payment, including allowances, in the amount of \$_63,833.20________ for payment of said Utility Work. In the event that the actual bid amount plus allowances is greater than the amount previously provided, the UTILITY agrees that, within fourteen (14) calendar days of notification by the FDOT, it shall make an additional payment so that the total amount provided prior to award of the bid equals the bid amount plus allowances. If the accepted bid amount plus allowances is less than the deposit amount, the DEPARTMENT will refund the amount that the deposit exceeds the bid amount plus allowances if such refund is requested by the UTILITY. Both parties further agree that in the event final billing pursuant to the terms of this agreement is less than the advance payment, a refund of the excess will be made by the FDOT to the UTILITY and that in the event said final billing is greater than the advance payment, the UTILITY will pay the additional amount within forty (40) days from the date of the invoice.

The payment of funds as required above will be made as follows (choose one):

- <u>X</u> Directly to the FDOT for deposit into the State Transportation Trust Fund. (under \$100,000.00)
- ____ Deposit as provided in the attached Memorandum of Agreement (Exhibit A) between UTILITY, FDOT, and the Florida Department of Insurance, Division of Treasury.

9. Upon completion and acceptance of the work, the UTILITY shall own, control, maintain and be responsible for all of its facilities, according to the terms of the utility permit. The UTILITY further agrees to comply with all provisions of the FDOT "Utility Accommodation Manual."

10. The UTILITY covenants and agrees that it shall, to the extent permitted by law, indemnify, defend, save and hold harmless the FDOT from any and all legal actions, claims or demands by any person or legal entity against the FDOT arising out of the joint participation in this Agreement.

11. Upon final payment to the contractor for the entire project, the FDOT shall, within one hundred eighty (180) days, furnish the UTILITY with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing will show the description and site of the project; the date on which the first work was performed or the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and



accounts billed can be audited. All cost records and accounts shall be subject to audit by a representative of the UTILITY within three (3) years after acceptance of the project. In the event final cost is less than the advance payment, the FDOT will refund the balance to the UTILITY. If the final cost exceeds the advance payment, the UTILITY will be invoiced for the balance. Upon receipt of the final invoice, the UTILITY will reimburse the FDOT in the amount of such actual cost within forty (40) days. The UTILITY shall pay an additional charge of 1% per month on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

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12. The UTILITY shall pay the FDOT'S reasonable attorneys' fees and court costs if the FDOT prevails in litigation for the enforcement of the provisions of paragraphs 1, 8 or 12 of this Agreement.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

15. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

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UTILITY:	Aloha Utilities		
BY:	Stephen G. Watford (Title: <u>Vice President</u>	)	(SEAL)
ATTEST(s):			
	(Title:	)	
FDOT Approve	ed as to Form, Legality and Execution	Cr <u>C</u>	
BY:	Attorney	BY:	District Utility Engineer
STATE OF FLO DEPARTMEN	ORIDA I OF TRANSPORTATION		
BY:			
	(Title: Director of Production	)	(SEAL)
ATTEST(s):			
	(Title:	)	



# ENGINEER'S ESTIMATE OF PROBABLE COSTS

# Project No. 14570-6518

W.P.I. No. 7115968

### S.R. 54 (Madison Avenue to Rowan Road)

S.R. 54 [Wadson /	-					
I.	ll.	111.	IV.	<b>V</b> .	VI.	VII.
	TECH	DESCRIPTION	UNIT			TOTAL
PAY ITEM	SPEC	S.R. 54	OF		UNIT PRICE	(PAY QUANTITY)
NO.	SECTION		MEASURE	QUANTITY	IN FIGURES	Col VI.x Col VII.
****		WASTEWATER SYSTEM				
	02081	SEWAGE SERVICE CONNECTIONS	****	****	****	****
721-73		Sewage Service Connections (2 connections)	L.S.	1	1,300.00	1,300.00
****	02006	SUBSURFACE UTILITY LOCATE	****	****	****	****
737-70- 1		Utility locate - underground	EA.	4	103.00	412.00
****	02030	PIPE REMOVAL, WASTEWATER	****	****	****	****
1500-900- 25		18-inch and Less	L.F.	1,573	2.50	3,932.50
****	02081	FITTINGS, SEWER	****	****	****	****
1511-120		Ductile Iron Fittings, Cement Lined	TON	1.0	4,200.00	4,200.00
****	02081	PIPE, FORCE MAIN	****		****	****
1513-160-218		8" PVC, C900, DR18, Push-on Joint	L.F.	933	13.25	12,362.25
1518-120- 318		8" Ductile Iron Pipe, CL52, Restrained Joint	L.F.	642	30.50	19,581.00
1518-160-218		8" PVC, C900, DR18, Restrained Joint	L.F.	119	16.50	1,963.50
****	02081	VALVES, SANITARY	****	****	****	****
1542-116- 18		8" Gate Valve, Resilient Seat, & Box	EA.	1	695.00	695.00
1543-111-106		8" x 8" Tapping Valve, Sleeve & Box	EA.	1	2,075.00	2,075.00
****	02081	AIR RELIEF VALVE ASSEMBLY	****	****	****	****
1544-110-		Air Refief Valve Assembly, (2"), Automatic	EA.	2	2,565.00	5,130.00
		SUB TOTAL WASTEWATER SYSTEM :	l			\$51,651.25
		MOBILIZATION (5%)				\$2,582.56
		MAINTENANCE OF TRAFFIC (2%)				\$1,033.03
		SUBTOTAL :				\$55,266.84
	1	FDOT Construction Engineering & Admin. @ 5%				\$2,763.34
	1	SUBTOTAL :				\$58,030.18
	-	CONTINGENCY @ 10%				\$5,803.02
		CONSTRUCTION TOTAL :	••••••••••••••••••••••••••••••••••••••			\$63,833.20

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0404-01-E28

06-Nov-96

Sheet 1 of 1



March 28, 1996

Mr. Steve Tidwell Florida Department of Transportation 11201 North McKinley Drive, M/S 7-820 Tampa, FL 33612

RE: Reimbursable Engineering Costs S.R. Utility Relocation Aloha Utilities, Inc. State Project No: 145706516 WPI No: 7115970

Dear Mr. Tidwell:

Pursuant to the terms of the Joint Project Agreement, we would request reimbursement of the Reimbursable amount of the Engineering Design Services for the above referenced job.

Attached is the invoiced amounts from Genesis Group, Inc. Please process this invoice for \$83,178.07 as soon as possible.

If you have any questions or need further information, please contact me as soon as possible.

Sincerely,

ALOHA UTILITIES, INC.

Happen L. Watford

Stephen G. Watford Vice President

SGW/ck

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Dictated by Stephen G. Watford, Signed in his absence.



February 6, 1996

Mr. Steve Watford Aloha Utilities, Inc. 2514 Aloha Place Holiday, Florida 34691

Re: **Reimbursable Engineering Costs** S.R. 54 Utility Relocation Aloha Utilities, Inc. State Project No: 145706516 WPI No: 7115970

GGI File No. 0404-01-26

Dear Steve:

Pursuant to your request, the following table shows the total amount invoiced to Aloha Utilities Inc., from inception to present, for engineering design services, including surveying, related to the referenced project. The project is presently in the Letting Phase with FDOT. We have been advised by the Department that Aloha can now invoice the Department for the reimbursable portion of Engineering Design Services according to the terms of the Joint Project Agreement.

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We hereby Certify that the amounts shown below are correct as of this date.

Total Amount Invoiced	\$128,573.14
Non-reimbursable Amount (35.3068%)	\$45,395.07
Reimbursable Amount (64.6932%)	\$83,178.07

You should submit an Invoice to the Department in the amount of \$83,178.07, with an original copy of this letter attached.

If you have any questions or require further information, please telephone.

Sincerely,

GENESIS GROUP, INS. SE 44 0002343 + 1 62220 Dale D. Ernsberger, P.E. Vice President DDE/dg

SARASOTA

G: OGONOI OFWT.ENO.WATFURD.322

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TAMPA

3910 U.S. Highway 301 North • Suite 140 • Tampa, Florida 33619 (813)620-4500 • FAX (813)620-4980 **IACKSONVILLE** 

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TALLAHASSEE

# BEFORE THE FLORIDA PUBLIC SERVICE CODEPOSION

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In re: Application of Aloha Utilities, Inc. for limited proceeding increase in water and wastewater rates. D518 MAY 061997 Docket No. <u>970536</u>-

DATE

### APPLICATION FOR LIMITED PROCEEDING INCREASE IN WATER AND WASTEWATER RATES

Applicant, Aloha Utilities, Inc. (hereinafter "Aloha", "Applicant" or "Utility"), pursuant to Sections 367.0822 and 367.081(1)(a) and (3), Florida Statutes, files this Application for limited proceeding increase in rates for water and wastewater service provided to the Utility's Seven Springs system in Pasco County, Florida, based upon the costs associated with the first phase of the Florida Department of Transportation's ("FDOT") required relocation of existing water and wastewater lines within the right-of-way of Highway 54; and to both its Seven Springs and Aloha Gardens systems based upon the cost to convert to envelope The FDOT required line relocations have resulted in billing. substantial capital expenditure by the Utility and increased costs of providing water and wastewater service. The change in billing method will increase costs slightly but is in the best interests of the Utility's customers. Applicant is a Class A water and wastewater utility as defined by Rule 25-30.115(1), Florida

	ROSE, SUNDSTROM & BENTLEY, LLP ATTORNEYS AT LAW			17027
	P.O. BOX 1567 PH. 877-6555 TALLAHASSEE, FL 32301-1567	Мау б	<u>19_97_</u>	63-568/631 89
PAY TO THE ORDER OF	Florida Public Service Commissio	on	<b>\$*</b> 4,50	0.00*
Four Th	ousand Five Hundred and 00/100		DOLLA	RS Security Methods Banks on back
Karnen Dank	020-089 315 South Calhoun Street Tallahassee, Florida 32301	Windingand	we	
FOR		Ander	lec-	MP
	<b>""□ \ 7</b> □ 2 7 <b>"</b> "			

### BEFORE THE FLORIDA PUBLIC SERVICE CODEPORTON

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In re: Application of Aloha Utilities, Inc. for limited proceeding increase in water and wastewater rates. D518 MAY 06 1997 Docket No. <u>970536</u>

DATE

### APPLICATION FOR LIMITED PROCEEDING INCREASE IN WATER AND WASTEWATER RATES

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### I.

The following information is provided in accordance with the requirements of Rule 25-22.036(7), F.A.C.: