

**Eric Fryson**

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**From:** Dana Rudolf [drudolf@sflaw.com]  
**Sent:** Friday, November 16, 2012 8:45 AM  
**To:** Filings@psc.state.fl.us  
**Cc:** Martin Friedman; reilly.steve@leg.state.fl.us; Curt Mouring; KEMarkwell@uiwater.com; epaquilino@uiwater.com; rjdurham@uiwater.com; pcflynn@uiwater.com; Ralph Jaeger  
**Subject:** Docket No. 110257 -WS; Application for increase in water and wastewater rates in Seminole County by Sanlando Utilities Corporation.

**Attachments:** NOF Reuse Line Contract.pdf

- a) Martin S. Friedman, Esquire  
Sundstrom, Friedman & Fumero, LLP  
766 North Sun Drive, Suite 4030  
Lake Mary, FL 32746  
Phone: (407) 830-6331  
Fax: (407) 830-8522  
[mfriedman@sflaw.com](mailto:mfriedman@sflaw.com)
- b) Docket No. 110257-WS  
Application for increase in water and wastewater rates in Seminole County by Sanlando Utilities Corporation.
- c) Sanlando Utilities Corporation
- d) 4 pages
- e) Notice of Filing the Wekiva Apopka Reclaimed Water Main Contract

DOCUMENT NUMBER - DATE

07701 NOV 16 2012

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of  
SANLANDO UTILITIES CORPORATION  
for an increase in water and wastewater  
rates in Seminole County, Florida

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Docket No. 110257-WS

**NOTICE OF FILING**

Applicant, SANLANDO UTILITIES CORPORATION, by and through its undersigned attorneys, hereby gives notice of filing, in the above-referenced docket, the Wekiva Apopka Reclaimed Water Main Contract, identifying a construction cost of \$3,613,131.

Respectfully submitted this 16th day of  
November, 2012, by:

Sundstrom, Friedman & Fumero, LLP  
766 North Sun Drive, Suite 4030  
Lake Mary, FL 32746  
Phone: (407) 830-6331  
Fax: (407) 830-8522  
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MARTIN S. FRIEDMAN  
Florida Bar No.: 0199060  
For the Firm

DOCUMENT NUMBER DATE

07701 NOV 16 2012

FPSC-COMMISSION CLERK

**SECTION 00520**

**AGREEMENT FORM**

**PART 1 GENERAL**

**1.01 THIS AGREEMENT**, made this 14<sup>th</sup> day of November, 2012, by and between Sanlando Utilities Corp, hereinafter called the Owner, and Tri-Sure Corporation, whose principal and local address is PO Box 653, Auburndale, FL 33823, hereinafter called the Contractor.

**1.02 The Owner and Contractor Agree as follows:**

**A. Contract Documents**

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

**B. Scope of Work**

The Contractor shall perform all work required by the Contract Documents for the construction of the Wekiva Apopka Reclaimed Water Main.

**C. Contract Time**

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 270 calendar days. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

**D. Liquidated Damages**

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$250.00 for each calendar day

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NAME OF PROJECT: Wekiva Apopka Reclaimed Water Main

that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth ( $\frac{1}{4}$ ) of the rate set forth above.

E. Contract Price

Unit Price Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of Three million six hundred and thirteen thousand one hundred fifty one Dollars (\$3,613,131 ). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security to ensure completion of Work. The Owner is not obligated to reduce retainage at any time during the Contract, but may choose to do so at its discretion once the Work is at least 75% complete.

H. Engineer

The Project has been designed by CPH Engineers, Inc., referred to in the documents as the Engineer, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

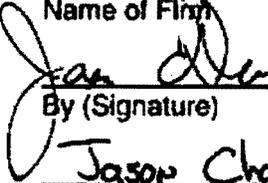
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

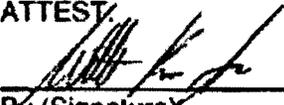
CONTRACTOR:

TRISURE CORP.  
Name of Firm

  
By (Signature)

(SEAL)

Jason Chamboss Pres.  
Printed Name and Title

ATTEST:  
  
By (Signature)

William Kravchik Jr Superintendent  
Printed Name and Title

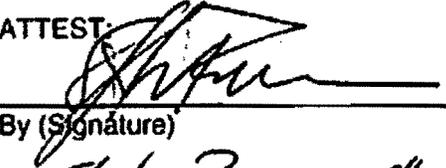
OWNER:

Santando Utilities Corp.  
Name of Owner

  
By (Signature)

(SEAL)

Bryan K Gonyea, Reg. Mgr.  
Printed Name and Title

ATTEST:  
  
By (Signature)

Stephen Ramon, CAH  
Printed Name and Title

END OF SECTION

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