



November 6, 2014

E-FILING

Carlotta S. Stauffer, Director Division of Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399

RE: Docket No. 140060-WS; Application for increase in water and wastewater rates in Seminole County by Sanlando Utilities Corporation <u>Our File No.: 30057.214</u>

Dear Ms. Stauffer:

Enclosed is the Agreement for the Wekiva WWTP electrical improvements referenced in my September 26, 2014 correspondence (Document No. 05444-14).

Please do not hesitate to contact me should you or staff have any questions.

Very truly yours,

? Anden

MARTIN S. FRIEDMAN For the Firm

MSF/

cc: John Hoy (via email) Patrick C. Flynn (via e-mail) Robert Graves (via e-mail) Steve Reilly, Esquire (via email)

SECTION 00520

AGREEMENT FORM

PART 1 GENERAL

1.01
THIS AGREEMENT, made this _______ the function is the second distribution in the second distribution is the second distribution distribution is the second distribution distributit distributit distribution distres distribution distrib

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 <u>Wekiva WWTF Electrical Project</u>

C. Contract Time

The Contractor shall begin work within 10 days after the issuance of a written Notice to Proceed and shall substantially complete the work within <u>138</u> calendar days from the date of the Notice to Proceed. 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.

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NAME OF PROJECT: Wekiva WWTF Electrical

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 \$500.00 for each calendar day 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 (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 One hundred ninety eight thousand nine hundred Dollars (\$ 198,900.00). 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.

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H. Engineer

The Project has been designed by Bailey Engineering Consultants, 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.

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

CONTRACTOR:

ake Electric Inc Name-of-Firm By (Signature) 10 Printed Name and Title

ATTEST: By (Signature) DONNG secretary

Printed Name and Title

OWNER:

Sanlando Utilities Corporation Name of Owner

rund Bares By (Signature)

Bryan K. Gongre Printed Name and Title

ATTEST:

Bv (Sic ature 40m

Printed Name and Title

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NAME OF PROJECT: Wekiva WWTF Electrical

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