

# U.S. Water Services Corporation

Water and Wastewater Utility Operations, Maintenance, Engineering, Management

Date: June 26<sup>th</sup>, 2008

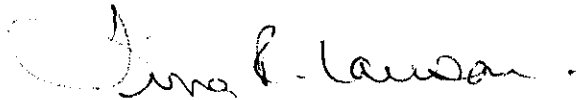
Division of The Commission Clerk and Administrative Services  
Florida Public Service Commission  
Attn: Bart Fletcher  
25410 Shumard Oak Blvd  
Tallahassee, FL 32399-0850

**RE: Colonial Manor FPSC Docket No:060540-WV**

Please find attached copies of the Notice of Award and Executed Agreement to Cimarron Construction and US Water Services Corporation for the construction of the proposed Centralized Treatment System for Colonial Manor.

Also we are resubmitting evidence of the commitment of financing in the form of a bank letter credit and a CD. With this submittal we have furnished to the PSC all documents requested at this time. Please contact us should you need any additional information.

Sincerely,



Tina Lawson  
Assistant to Dave Schultz Sr  
US Water Services Corporation

DOCUMENT NUMBER-DATE  
07199 AUG 13 08  
FPSC-COMMISSION CLERK

Date Opened: 3/28/2008

Term: 5 Months

Tax ID: 20-0228524

Number: \_\_\_\_\_

# Certificate of Deposit

Account Number: 9603241879

Amount of Deposit: Six Hundred Thousand Dollars And No Cents

\$ 600,000.00

This Time Deposit is Issued to:

Issuer:

COLONIAL MANOR UTILITY COMPANY  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Mercantile Bank  
560 - Port Richey  
a div. of Carolina First Bank  
9550-1 U.S. Highway 19  
Port Richey, FL 34668  
(727) 845-7269

Not Negotiable - Not Transferable - Additional terms are below.

*Alison W. Weisberg*

## Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

**Maturity Date:** This account matures 8/28/2008

(See below for renewal information.)

**Rate Information:** The interest rate for this account is 3.34 % with an annual percentage yield of 3.40 %. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check).

Interest will be compounded daily

Interest will be credited at maturity

The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

If you close your account before interest is credited, you will not receive the accrued interest.

The **NUMBER OF ENDORSEMENTS** needed for withdrawal or any other purpose is: 1

**Minimum Balance Requirement:** You must make a minimum deposit to open this account of \$ 2,500.00

You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

**Withdrawals of Interest:** Interest  accrued  credited during a term can be withdrawn: Before maturity without penalty

**Early Withdrawal Penalty:** If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: less than or =31 days=all int.; 32-182 days=30 days int.; 183 days-1 year=90 days int.; greater than 1year=182 days interest on the amount withdrawn.

**Renewal Policy:**

**Single Maturity:** If checked, this account will not automatically renew. Interest  will  will not accrue after maturity.

**Automatic Renewal:** If checked, this account will automatically renew on the maturity date. (see page two for terms) interest  will  will not accrue after final maturity.

### ACCOUNT OWNERSHIP: (select one and initial)

- Single Party Account
- Multiple Party Account
- Multiple Party Account - Tenancy by the Entireties
- Trust - Separate Agreement dated: \_\_\_\_\_
- corporation for profit

### Rights at Death: (select one and initial)

- Single Party Account
- Multiple Party Account with Right of Survivorship
- Multiple Party Account without Right of Survivorship
- Single Party Account with Pay on Death
- Multiple Party Account with Right of Survivorship and Pay on Death

**Pay On Death Beneficiaries:** To add Pay On Death Beneficiaries' name one or more:

TIN: 20-0228524

**Social Security or Employer's I.D. Number:** A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

**Backup Withholding -** A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether). This certification is contained on the first copy of this form. Failure to provide this certification when required will cause us to withhold a percentage of the interest earned (for payment to the IRS). Providing a false certification can result in serious federal penalties.

### ENDORSEMENTS - SIGN ONLY WHEN YOU REQUEST WITHDRAWAL

X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_



**MERCANTILE BANK**

March 28, 2008

Colonial Manor Utilities, Inc.  
Mr. Gary Deremer, President  
Post Office Box 398  
New Port Richey, Florida 34656

Dear Mr. Deremer,

I am pleased to inform you that Mercantile Bank ("Bank") is providing this commitment letter for a first mortgage loan (the "Loan") secured by commercial property and improvements known as Colonial Manor Utilities, Inc.

This commitment to lend is subject to the following terms and conditions:

- Borrower: Colonial Manor Utilities, Inc., a Florida Corporation.
- Amount: Five Hundred Thousand Dollars and 00/100 (\$500,000.00). In no event shall the Bank's loan amount exceed 70% of the current appraised value.
- Interest Rate: The loan will bear an interest rate based on the five (5) year Treasury Bill plus three percent (3.00%) fixed for the five (5) year period. The borrower will be billed for interest payments only commencing on the first day of the second month following the execution of the note and mortgage and continuing on the first day of each month thereafter until 18 months after the execution of the note and mortgage, then a fixed payment of Principle and Interest based on a fifteen (15) year amortization. Interest shall be calculated on the basis of a 360 day year for the actual number of days in the calculation period.
- Guarantors: Gary Deremer and Cecil Delcher shall execute unconditional payment and performance guarantees, jointly and severally, in a form satisfactory to the Bank.
- Loan Fee: The Borrower is to pay a loan fee of \$2,500.00, due at closing.
- Term: The Note will mature in sixty (60) months.
- Prepayment: The Loan may be prepaid at any time without penalty.
- Collateral: The Loan will be secured by a valid first mortgage on the commercial property owned by Colonial Manor Utilities, as well as all improvements (the "First Mortgage"). Prior to closing, Borrower must provide evidence that all assessments and real estate taxes on subject property are current.

certificate. Prior to the first construction disbursement, a foundation survey will be required. Prior to the final disbursement, an as-built survey will also be required. We reserve the right to require interim surveys before each draw request. Said surveys shall meet the standard survey requirements to be set forth by our Bank.

Appraisal:

At least ten (10) days prior to closing, the Bank must receive a satisfactory current appraisal of the First Mortgage Property (consisting of the Premises and the proposed Improvements) expressing an opinion of Market Value (i) "as is" (ii) as if completed, and (iii) as if completed and achieving stabilized occupancy. The Bank must arrange for the appraisal and engage the appraiser. The appraisal must be ordered directly by the Bank and must conform to the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and the related rules and regulations of the Office of the Comptroller of the Currency (the OCC), 12 CFR Part 34, effective August 24, 1990, as amended. The appraisal, including, without limitation, the appraisal methodology and the conclusion(s) of Market Value, shall be subject to Bank's review and approval. All appraisal costs and fees shall be paid by Borrower, and Borrower hereby agrees to *immediately pay or prepay such appraisal costs or fees* upon the request of the Bank.

Re-Appraisal:

The Mortgage shall include a provision requiring reappraisal of the secured real property and improvements at Borrower's expense should the Bank determine that the value of the property may have declined from its value as of the date of the loan closing or if required by the Bank's regulator.

Environmental Audit:

At least twenty (20) days prior to closing, Borrower, at Borrower's expense, must provide the Bank a satisfactory Environmental Transaction Screening Report performed by an environmental consulting firm previously approved by the Bank. The Environmental Transaction Screening shall be acceptable to the Bank in scope, form, and content. In the event that the environmental consultant recommends, or the Bank otherwise requires, further investigation(s) as a result of findings of the Environmental Transaction Screening, then such investigation(s) shall be conducted at Borrower's sole cost and expense by an environmental consulting

firm approved by the Bank. This commitment is contingent upon the Bank's receipt and approval of the Environmental Transaction Screening Report and any subsequent findings, test results, consultant recommendations and/or reports generated as a result of such further investigation(s).

Environmental Compliance and Indemnity Agreement:

As a condition of closing, the Borrower must execute an Environmental Compliance and Indemnity Agreement which states they have no knowledge of the disposal, deliberate or otherwise, of any element or chemical compound which is now considered an environmental pollutant by the Environmental Protection Agency and indemnifies the Bank from such claims.

Other Liens:

There shall be no other liens on the Bank's collateral whether subordinate or superior to the lien given the Bank to secure the Loan, except as herein provided.

Insurance:

A satisfactory non-reporting Builder's Risk Insurance Policy, written upon a company acceptable to us and in an amount sufficient to preclude any co-insurance for the period of construction. Additionally, should the mortgaged property be located in a designated flood hazard area, the appropriate amount of flood insurance will be required. Once the project has been completed, we shall require the customary hazard insurance policy with rent-loss insurance. Furthermore, a satisfactory liability insurance policy covering the subject parcel for the period of the loan shall be required. On the above policies, we require that Mercantile Bank be named as "mortgagee" and "loss-payee".

Title Insurance:

Prior to closing, the Bank's counsel shall be furnished full-coverage mortgagee title insurance in the current standard ALTA market-ability form, satisfactory to Bank's counsel, insuring that the mortgage is a valid first lien on the property being improved and shall be free of exceptions regarding matters of survey, parties in possession and unfiled labor and construction liens. The Bank shall also receive a variable rate endorsement, navigational servitude endorsement and Florida Form 9 endorsement to the Policy. The Bank shall require title updates prior to each construction disbursement.

**COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS**

**NOTICE OF AWARD**

DATE: June 18<sup>th</sup>, 2007  
BIDDER: US Water Services Corporation  
ADDRESS: 4939 Cross Bayou, New Port Richey, FL 34652  
PROJECT: Colonial Manor Utilities-Water Treatment System Modifications

Pursuant to the provisions of Article A-16 of the Instructions to Bidders, you are hereby notified that the Colonial Manor Utilities (OWNER) during the Board Meeting held on May 12<sup>th</sup> 2008, has directed the acceptance of your Bid for the above referenced Project in the amount of \$ **687,100.00**

The work includes the construction of 420 linear feet of security fencing, a 130,000 glass fused steel ground water storage tank, concrete evaporation basin, installation of a 10,000 gallon brine storage tank with feed pumps, nitrate removal system with valves piping and concrete slab, site piping, sodium hypochlorite chemical feed system, high service pumps, piping, valves fittings, and controls, and system telemetry between wells, all of which is more particularly described in Exhibit A to this Agreement.

You must comply with the following conditions precedent within twenty (20) calendar days of the date of this Notice of Award.

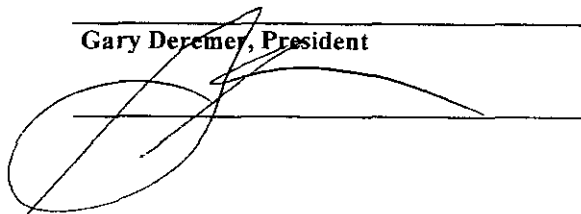
1. You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover of each of the documents and on Page A-5 of the Agreement.
2. You must deliver with the executed Agreement the Certificates of Insurance (and other evidence of insurance) as specified in General Conditions.
3. Do not date Agreement and Contract Security (Bonds), as these will be dated by OWNER when executed by him. CONTRACTOR shall provide a letter from surety authorizing OWNER to date Bonds.
4. Include a Statement of Understanding and Agreement with all "Special General Conditions" as contained in this agreement. This statement must be on Company letterhead and signed by a Company officer.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited. Within seven (7) days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

In accordance with the General Conditions, your office shall submit to the ENGINEER the required schedules prior to the scheduling of a Preconstruction Meeting.

OWNER: **Colonial Manor Utilities**

By: Gary Deromey, President

Signature: 

# COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS

## AGREEMENT

THIS AGREEMENT made this 26<sup>th</sup> day of June, 2008 by and between the Colonial Manor Utilities, Inc., (hereinafter referred to as "OWNER") and **US Water Services Corporation** (hereinafter referred to as "CONTRACTOR").

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

### ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work includes the construction of 420 linear feet of security fencing, a 130,000 gallon glass fused steel ground water storage tank, concrete evaporation basin, installation of a 10,000 gallon brine storage tank with feed pumps and piping, nitrate removal system with valves piping and concrete slab, site piping, sodium hypochlorite chemical feed system, high service pumps on a concrete support slab, piping, valves fittings, and controls, and system telemetry between wells, all of which is more particularly described in Exhibit A to this Agreement.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Colonial Manor Utilities-Water Treatment System Modifications

### ARTICLE 2. ENGINEER

The Project has been designed by U.S. Water Services Corporation who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3. CONTRACT TIME

- 3.1 The Work will be substantially completed within 240 calendar days from the date of Notice to Proceed as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 270 calendar days from the date of Notice to Proceed.
- 3.2 **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 completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed 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 five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

## COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, the amount of \$ **687,100.00** Dollars which is based on the Schedule of Values as Exhibit A.

### ARTICLE 5. PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 5.2 PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 30<sup>TH</sup> day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in paragraph 2.9 of the General Conditions and, in the case of unit price work, payments will be based on the number of units completed.
- 5.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 90 % of Work completed.
- 90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions.
- 5.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.3 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER in accordance with said paragraph 14.13.

### ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined the Contract Documents, the site and locality where the Work is to be performed, the legal requirements (Federal, State and Local Laws, ordinances, rules and regulations) and the conditions affecting the costs, progress or performance of the Work and has made such independent investigations as CONTRACTOR deems necessary.
- 6.2 CONTRACTOR has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.
- 6.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.



## COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS

- 6.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

### ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement, consisting of page A-1 through A-4, inclusive.
- 7.2 Performance Bond in full contract amount consisting of 7 pages.
- 7.3 Notice of Award.
- 7.4 General Conditions, consisting of pages 13 through 42, inclusive.
- 7.5 Supplementary General Condition, consisting of pages 1 through 15, inclusive.
- 7.6 Specifications, consisting of General Requirements and Technical Specifications.
- 7.7 Drawings, consisting of a cover sheet and sheets numbered 1 through 2, inclusive, with each sheet bearing the following general title: City of Port Richey Water Treatment Facility Security Fence.
- 7.8 Bid Form, consisting of pages BF-1 through BF-8, inclusive.
- 7.9 CONTRACTOR'S sworn statement on Public Entity Crimes and consisting of 1 page.
- 7.10 CONTRACTOR'S sworn statement on Drug-Free Workplace and consisting of 1 page.
- 7.11 Non-Collusive Affidavit, consisting of page NCA-1.
- 7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 1 of the General Conditions.

There are no Contract Documents other than those listed above in Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

### ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 7 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, heirs, successors, assigns and legal representatives to the other party hereto, its partners, heirs, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS**

- 8.4 The Contract Documents are incorporated herein and made a part hereof and constitute the entire Agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 8.5 In the event of a dispute arising out of or relating to the Agreement, the prevailing party shall be entitled to its reasonable costs, including attorney's fees through all levels of appeal.


**ARTICLE 9. INDEMNIFICATION**

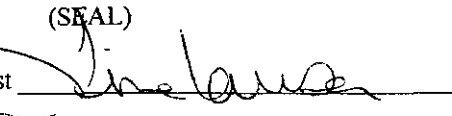
- 9.1 The parties shall agree that Ten Dollars (\$10.00) paid to the CONTRACTOR by the OWNER for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER and ENGINEER as is set forth in paragraphs 6.30 and 6.31 of the General Conditions.
- 9.2 It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06, as amended. It is further the specific intent and agreement of the parties that all of the Contract Documents on the Project are hereby amended to include the foregoing indemnification and the "Specific Considerations" therefor.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

**OWNER**

Colonial Manor Utilities, Inc.

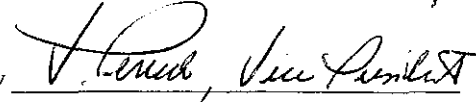
By 

(SEAL)  
Attest 

Address for giving notices:

Colonial Manor Utilities, Inc.  
4939 Cross Bayou Blvd.  
New Port Richey, Florida 34652

**CONTRACTOR**

U.S. Water Service Corporation  
By 

(SEAL)  
Attest 

**TINA R. LAWSON**  
Notary Public, State of Florida  
My Comm. Expires July 8, 2012  
No. DD804405

Agent for service in process

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

License number 003307

COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS

NOTICE OF AWARD

DATE: June 18<sup>th</sup>, 2007

BIDDER: Cimarron Construction Inc.

ADDRESS: 4939 Cross Bayou, New Port Richey, FL 34652

PROJECT: Colonial Manor Utilities-Water Treatment System Modifications

Pursuant to the provisions of Article A-16 of the Instructions to Bidders, you are hereby notified that the Colonial Manor Utilities (OWNER) during the Board Meeting held on May 12<sup>th</sup> 2008, has directed the acceptance of your Bid for the above referenced Project in the amount of \$ **207,000.00**

The construction of approximately 3,100 linear feet of 4" DR11 by directional drill method, and 1,540 linear feet of 6" DR!! by directional drill, and approximately 164 linear feet of 6" C900 by open cut with 20 service connection, fittings, valves and wall connections-all of which is more particularly described in Exhibit A to this Agreement

You must comply with the following conditions precedent within twenty (20) calendar days of the date of this Notice of Award.

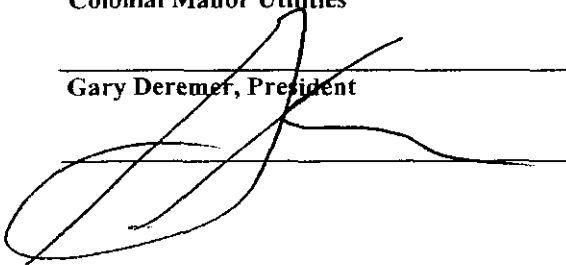
1. You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover of each of the documents and on Page A-5 of the Agreement.
2. You must deliver with the executed Agreement the Certificates of Insurance (and other evidence of insurance) as specified in General Conditions.
3. Do not date Agreement and Contract Security (Bonds), as these will be dated by OWNER when executed by him. CONTRACTOR shall provide a letter from surety authorizing OWNER to date Bonds.
4. Include a Statement of Understanding and Agreement with all "Special General Conditions" as contained in this agreement. This statement must be on Company letterhead and signed by a Company officer.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited. Within seven (7) days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

In accordance with the General Conditions, your office shall submit to the ENGINEER the required schedules prior to the scheduling of a Preconstruction Meeting.

OWNER: **Colonial Manor Utilities**

By: Gary Deremer, President

Signature: 

# COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS

## AGREEMENT

THIS AGREEMENT made this 26<sup>th</sup> day of June, 2008 by and between the Colonial Manor Utilities, Inc., (hereinafter referred to as "OWNER") and **Cimarron Construction Inc.** (hereinafter referred to as "CONTRACTOR").

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

### ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of approximately 3,100 linear feet of 4" DR11 by directional drill method, and 1,540 linear feet of 6" DR!! by directional drill, and approximately 164 linear feet of 6" C900 by open cut with 20 service connection, fittings, valves and wall connections-all of which is more particularly described in Exhibit A to this Agreement.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Colonial Manor Utilities-Water Treatment System Modifications

### ARTICLE 2. ENGINEER

The Project has been designed by U.S. Water Services Corporation who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3. CONTRACT TIME

- 3.1 The Work will be substantially completed within 120 calendar days from the date of Notice to Proceed as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 150 calendar days from the date of Notice to Proceed.
- 3.2 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 completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed 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 five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

### ARTICLE 4. CONTRACT PRICE

## COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS

### ARTICLE 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, the amount of \$ 207,000.00 Dollars which is based on the Schedule of values as Exhibit A.

### ARTICLE 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2 PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 30<sup>TH</sup> day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in paragraph 2.9 of the General Conditions and, in the case of unit price work, payments will be based on the number of units completed.

5.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions.

5.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.3 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER in accordance with said paragraph 14.13.

### ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined the Contract Documents, the site and locality where the Work is to be performed, the legal requirements (Federal, State and Local Laws, ordinances, rules and regulations) and the conditions affecting the costs, progress or performance of the Work and has made such independent investigations as CONTRACTOR deems necessary.

6.2 CONTRACTOR has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.

6.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

## **COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS**

and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.

- 6.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

### **ARTICLE 7. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement, consisting of page A-1 through A-4, inclusive.
- 7.2 Performance Bond in full contract amount consisting of 7 pages.
- 7.3 Notice of Award.
- 7.4 General Conditions, consisting of pages 13 through 42, inclusive.
- 7.5 Supplementary General Condition, consisting of pages 1 through 15, inclusive.
- 7.6 Specifications, consisting of General Requirements and Technical Specifications.
- 7.7 Drawings, consisting of a cover sheet and sheets numbered 1 through 2, inclusive, with each sheet bearing the following general title: City of Port Richey Water Treatment Facility Security Fence.
- 7.8 Bid Form, consisting of pages BF-1 through BF-8, inclusive.
- 7.9 CONTRACTOR'S sworn statement on Public Entity Crimes and consisting of 1 page.
- 7.10 CONTRACTOR'S sworn statement on Drug-Free Workplace and consisting of 1 page.
- 7.11 Non-Collusive Affidavit, consisting of page NCA-1.
- 7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 1 of the General Conditions.

There are no Contract Documents other than those listed above in Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

### **ARTICLE 8. MISCELLANEOUS**

- 8.1 Terms used in this Agreement which are defined in Article 7 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the

**COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS**

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.3 OWNER and CONTRACTOR each binds itself, its partners, heirs, successors, assigns and legal representatives to the other party hereto, its partners, heirs, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 The Contract Documents are incorporated herein and made a part hereof and constitute the entire Agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 8.5 In the event of a dispute arising out of or relating to the Agreement, the prevailing party shall be entitled to its reasonable costs, including attorney's fees through all levels of appeal.

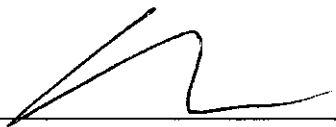
**ARTICLE 9. INDEMNIFICATION**

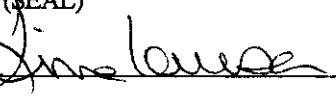
- 9.1 The parties shall agree that Ten Dollars (\$10.00) paid to the CONTRACTOR by the OWNER for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER and ENGINEER as is set forth in paragraphs 6.30 and 6.31 of the General Conditions.
- 9.2 It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06, as amended. It is further the specific intent and agreement of the parties that all of the Contract Documents on the Project are hereby amended to include the foregoing indemnification and the "Specific Considerations" therefor.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

**OWNER**

Colonial Manor Utilities, Inc.

By 


(SEAL)  
Attest 


Address for giving notices:

Colonial Manor Utilities, Inc.  
4939 Cross Bayou Blvd.  
New Port Richey, Florida 34652

**CONTRACTOR**

Cimarron Construction Inc.

By 

(SEAL)  
Attest 

Address for giving notices:

Cimarron Construction Inc.  
PO Box 10869  
Brooksville, FL 34603

Agent for service in process

**COLONIAL MANOR UTILITIES – WATER TREATMENT SYSTEM MODIFICATIONS**

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

License number C4C 1223985



**Schedule of Values**

\$207,000.00

		Quantity	Unit Price	Subtotal	Total
Management & Supervision	ea	1	\$17,000.00	\$25,487.74	
Testing and Inspection	ea	1	\$ 7,036.04	\$ 8,700.27	
					\$34,188.01
<b>Raw Water Transfer System</b>					
4" HDPE SDR11	lf	3096	\$ 19.30	\$59,752.80	
6" HDPE SDR11	lf	1540	\$ 24.30	\$37,422.00	
6" PVC	lf	164	\$ 19.78	\$ 3,243.92	
4" Gate Valves	ea	12	\$ 1,265.00	\$15,180.00	
6" Gate Valves	ea	3	\$ 1,518.00	\$ 4,554.00	
Iron Fittings	lbs	2380	\$ 2.80	\$ 6,664.00	
Well #1 Connection	LS			\$ 1,288.00	
Well #2 Connection	LS			\$ 1,391.50	
Well #3 Connection	LS			\$ 2,415.00	
Well #4 Connection	LS			\$ 1,771.00	
Well #5 Connection	LS			\$ 1,288.00	
					\$143,670.49
<b>Potable Water Supply System</b>					
6" HDPE SDR11 Blue Stripe	lf	825	\$ 25.50	\$21,037.50	
Iron Fittings	lbs	430	\$ 2.80	\$ 1,204.00	
Move Existing Water Services	ea	20	\$ 345.00	\$ 6,900.00	
					\$ 29,141.50

**2008 FOR PROFIT CORPORATION ANNUAL REPORT**

**FILED  
Apr 23, 2008  
Secretary of State**

DOCUMENT# P03000155632

Entity Name: CIMARRON CONSTRUCTION INC.

**Current Principal Place of Business:**

16176 CORTEZ BLVD  
BROOKSVILLE, FL 34601

**New Principal Place of Business:**

916 MISSOURI AVENUE  
PALM HARBOR, FL 34683

**Current Mailing Address:**

16176 CORTEZ BLVD  
BROOKSVILLE, FL 34601

**New Mailing Address:**

PO BOX 10869  
BROOKSVILLE, FL 34603

FEI Number: 20-0500531      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

SELESKE, KATHY L  
16176 CORTEZ BLVD.  
BROOKSVILLE, FL 34601      US

**Name and Address of New Registered Agent:**

SELESKE, KATHY L  
916 MISSOURI AVENUE  
PALM HARBOR, FL 34683      US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_ 04/23/2008  
Electronic Signature of Registered Agent      Date

Election Campaign Financing Trust Fund Contribution ( ).

**OFFICERS AND DIRECTORS:**

Title:      PRES      ( ) Delete  
Name:      SELESKE, KATHY L  
Address:    16176 CORTEZ BLVD.  
City-St-Zip: BROOKSVILLE, FL 34601

**ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:**

Title:      PRES      (X) Change      ( ) Addition  
Name:      SELESKE, KATHY L  
Address:    916 MISSOURI AVENUE  
City-St-Zip: PALM HARBOR, FL 34683

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: KATHY SELESKE      PRES      04/23/2008  
Electronic Signature of Signing Officer or Director      Date

# U.S. Water Services Corporation

Water and Wastewater Utility Operations, Maintenance, Engineering, Management

August 11, 2008

Division of The Commission Clerk and Administrative Services  
Florida Public Service Commission  
**Attn: Ann Cole**  
25410 Shumard Oak Blvd  
Tallahassee, FL 32399-0850

RECEIVED-FPSC  
08 AUG 13 PM 1:55  
COMMISSION  
CLERK

RE: Colonial Manor FPSC Docket No: 060540-WU

Dear Ms. Cole,

Attached are copies of information previously submitted to the PSC staff. We have been informed these documents are not a part of the current clerk's records. Please insert them in the file for case # 060540-WU. Your quick attention is appreciated.

Sincerely,



Tina Lawson  
Assistant to Dave Schultz Sr  
US Water Services Corporation

4939 Cross Bayou Boulevard \* New Port Richey \* Florida \* 34652 Tel: 727-848-8292  
Fax: 727-848-7701 Toll Free: 866-753-8292

DOCUMENT NUMBER-DATE

07199 AUG 13 08

FPSC-COMMISSION CLERK

# U.S. Water Services Corporation

## Water and Wastewater Utility Operations, Maintenance, Engineering, Management

March 21, 2008

Bart Fletcher  
Public Service Commission  
2450 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Dear Mr. Fletcher,

We have attached the following information as our response to the outstanding questions of the PSC as we know them to be at this time. The attached information consist of:

- 1.) A. Rebid Advertisement / Invitation to bid / Bid date extension
  - B. Solicited Bidders List (Prospective Bidders List( 4 bidders)
  - C. Planned Distribution List ( 2 bidders)
  - D. ✓Received Bid – Cimarron Construction, Inc.
  
- 2.) A. Plan set and contact documents, as approved by FDEP.
  - B. Engineer estimate with quantities sizes
    - Note: The construction cost estimate of \$794,458.29 should be changed to reflect the bid amount of \$951,420.

- 3.) Revised FDEP Application to build centralized treatment serving 5 wells includes:

Flow Diagram, Loading Rates, US Filter Cut Sheets (this information details the fact that the treatment unit is a pre-packaged skid mounted unit and is sized to treat one half of the flow volume. The treated flow will be blended with the untreated flow to achieve nitrate levels of the blended water of less than 10mg/l (the MCL). This design allows for the minimum size unit with minimum operating costs to be utilized to reach the desired treatment level. Due to the centralized treatment concept, Colonial Manor will be able to utilize the best combination of its 5 wells (usually only 2 wells at a time) to minimize the influent nitrate level but can treat influent levels as high as 20 mg/l before blended water nitrate levels would reach the MCL of 10 mg/l. DEP has approved this treatment concept.

PREVIOUSLY  
FILED WITH  
ENGR. STAFF

- 4.) Electric cost increase calculation, (Note: the existing well pumps supply the water pressure to the treatment unit from which the water moves to the storage tank via the same well pump pressure. The additional pumping facility for which the power cost increase is calculated (\$3677.57) moves the water from the storage tank into the distribution system and is actuated by hydrotanks within the distribution system.

The total power cost for the system is \$7206.00 plus \$3677.57; totaling \$10,883.57, annually plus additional lighting requirements of approximately \$400.00 annually.

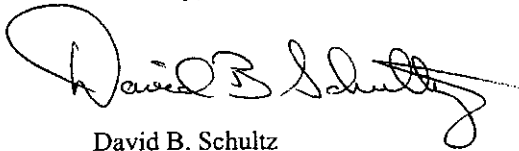
# **U.S. Water**

**Services Corporation**

- 5) Chemical Costs with supporting design information.  
Total Annual Chemical Costs = \$17,389.70
- 6) Insurance Cost – Colonial Manor Insurance cost is estimated to be \$3000 based upon the current costs for Holiday Utilities of \$2,178.00 (Colonial Manor has 2 times as many customers and will have 3 times the new capital investment - \$300K loan vs. \$1M+ loan).
- 7) Executed Bank Commitment Letter. (Currently being circulated for signature – estimated to be sent to FPSC on or before March 25, 2008).

I trust the attached information will be satisfactory for your use. Please contact our office with any questions you may have and thank you for your guidance and patience in this matter.

Sincerely,



David B. Schultz  
Sr. Vice President  
U.S. Water Services Corp.

**INVITATION TO BID**

Colonial Manor Utilities is seeking proposals for the following:

**COLONIAL MANOR UTILITIES -  
WATER TREATMENT SYSTEM MODIFICATIONS**

Proposals must be sealed and marked "Water Treatment System Modifications" and should be submitted to Keith Keegan, project manager, 4939 Cross Bayou Blvd., New Port Richey, Florida 34652 no later than 2:00 p.m. on Friday, March 14, 2008 at which time they will be opened and read aloud. Proposals received after the time and date specified will not be considered. A recommendation will be announced the following Friday, March 21, 2008.

The work includes the construction of 420 linear feet of security fencing, a 130,000 glass fused steel ground water storage tank, concrete evaporation basin, installation of a 10,000 gallon brine storage tank with feed pumps and piping, nitrate removal system with valves piping and concrete slab, site piping, sodium hypochlorite chemical feed system, high service pumps on a concrete support slab, piping, valves fittings, and controls, system telemetry between wells, and the construction of approximately 3,100 linear feet of 4" DR11 by directional drill method, and 1,540 linear feet of 4" DR11 by directional drill, and approximately 164 linear feet of 6" C900 by open cut.

Each Bidder shall visit the site of the proposed work before submitting the proposal and shall fully acquaint himself with conditions relating to the work so that he may fully understand the scope of work and the difficulties and restrictions attending the execution of the work.

Copies of the Construction Drawings may be obtained from the utility office at 4925 Cross Bayou Blvd., New Port Richey, Florida 34652, Phone: (727) 919-1662, upon presentation of a non-refundable check in the amount of Sixty Dollars (\$60.00), which includes reproduction and handling charges.

The Colonial Manor Utilities reserves the right to reject any or all proposals and to waive minor informalities and irregularities.

1A

**COLONIAL MANOR UTILITIES  
WATER TREATMENT SYSTEM MODIFICATIONS  
PASCO COUNTY, FLORIDA**

**ADDENDUM NO. 1  
(March 13, 2008)**

The original Advertisement for Bid, Contract Documents and Technical Specifications for the project noted above are amended as noted in this Addendum.

This Addendum consists of 1 page.

**ADDENDUM NO. 1**

**ITEM NO.**

1. The bid opening date has been changed to Wednesday, March 19<sup>th</sup> 2008 at 4:00 PM.
2. No bid bonding required.
3. The \$60.00 fee for plans has been waived.

**END OF ADDENDUM NO. 1**

1B

Colonial Manor Utilities

Water Treatment System Modifications - Perspective Bidders List

Plan Set #	Name	Address	Phone	Fax	Contact Person	Cell
1	MTM Contractos, Inc.	65550 53rd St., N. Park, Florida 33718	Pinellas (727) 528-0178		Jeff Stevenson	
2	Clark-Hunt Construction	2165 Logan Street Florida 33765	Clearwater, (727) 441-1559		Janet Chandler	
3	Kammaing & Roodvoets, Inc	5219 Cone Road Florida 33610	Tampa, (813) 623-3031	(813) 628-4490	Marcus Tidy Jr.	
4	Rowland Inc.	6855 102nd Avenue North Pinellas Park, Florida 33782	(727) 545-3815	(727) 546-8464	Don Reich	

904-334-0689



10

**BID PROPOSAL  
COLONIAL MANOR UTILITIES-WATER TREATMENT SYSTEM MODIFICATIONS  
BID PROPOSAL**

Page 1 of 2

**TO: Colonial Manor Utilities  
4939 Cross Bayou Blvd.  
New Port Richey, Florida 34652**

**Phone: (727) 848-8292**

**Fax: (727) 848-7701**

**PROPOSAL FOR:**

The work includes the construction of 420 linear feet of security fencing, a 130,000 gallon glass fused steel ground water storage tank, concrete evaporation basin, installation of a 10,000 gallon brine storage tank with feed pumps and piping, nitrate removal system with valves piping and concrete slab, site piping, sodium hypochlorite chemical feed system, high service pumps on a concrete support slab, piping, valves fittings, and controls, system telemetry between wells, and the construction of approximately 3,100 linear feet of 4" DR11 by directional drill method, and 1,540 linear feet of 6" DR11 by directional drill, and approximately 164 linear feet of 6" C900 by open cut with 20 service connections.

All work shall be performed as indicated on the Drawings titled "Colonial Manor Utilities - Water Treatment System Modifications, Pasco County, Florida" and the attached technical specifications prepared by U.S. Water Services Corporation.

**SUBMITTED BY:**

Cimarron Construction Inc  
Company Name

16176 Cortez Blvd  
Address

Brooksville, FL 34601  
City & State, Zip

352 796 3122  
Phone

Herein after called the "Bidder".

The Bidder declares that he has examined the site and informed himself fully in regard to all conditions pertaining to the work.

The Bidder proposes and agrees, if this proposal is accepted, to enter a written Contract furnished by the City of Port Richey and to furnish all equipment, materials, labor and services required to complete the work.

**BID PROPOSAL (continued)**

Page 2 of 2

The Bidder hereby agrees to complete the work within 90 consecutive calendar days of entering the written contract and within 45 consecutive calendar days of starting work.

**Definitions**

1. **Furnish:** To supply necessary materials and equipment at the project site.
2. **Install:** To place and/or assemble furnished materials and equipment in position for the intended use.
3. **Provide:** The act of both furnishing and installing.

**BID PROPOSAL**

<u>Bid Item &amp; Description</u>	<u>Estimated Quantity</u>	<u>Bid Price</u>
1. Raw Water Transmission Mains Per Specifications	Lump Sum	\$ <u>1,350,000<sup>00</sup></u>
2. Treatment System Improvements Per Specifications	Lump Sum	\$ <u>663,895<sup>00</sup></u>
3. Controls & Telemetry Per Specifications	Lump Sum	\$ <u>107,525<sup>00</sup></u>
4. Potable Water Line Replacement Per Specifications	Lump Sum	\$ <u>45,000<sup>-</sup></u>
	<b>Total Bid</b>	\$ <u>951,420<sup>00</sup></u>

The Owner reserves the right to reject any or all proposals and to waive minor informalities and irregularities.

Mark Seleske General Manager  
Name & Title (Print)

M. Seleske  
Signature

3/19/08  
Date

**COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS**

**BID FORM**

BIDDER: CIMARRON CONSTRUCTION INC  
 PROJECT: Colonial Manor Utilities  
 DATE: 3/19/08

**THIS BID IS SUBMITTED TO:**

Colonial Manor Utilities  
 Attn: Keith Keegan  
 4939 Cross Bayou Blvd.  
 New Port Richey, Florida 34652

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of the Invitation to Bid, Instruction to Bidders, all the Contract Documents and the following addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
<u>3/13/08</u>	<u>#1</u>
_____	_____
_____	_____

- b. BIDDER has examined the Contract Documents, the site and locality where the Work is to be performed, the legal requirements (Federal, State and Local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
- c. BIDDER has contacted local governments and agencies where the Work is to take place and determined all required permits, licenses and fees.
- d. BIDDER has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

**COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS**

- c. BIDDER has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that is has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. a. BIDDER agrees to perform all the Work described in the Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provided on the Price Schedule attached.
- b. If the Work is to be performed on a "unit price" basis, BIDDER understands and agrees that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only, not guarantees and are subject to either increase or decrease; that should the quantities of any of the items of Work be increased, BIDDER will perform the additional Work at the unit prices set out herein; that should the quantities be decreased, final payment shall be made on actual quantities completed at the unit prices; that it will make no claims for anticipated profits for any decrease in the quantities; that final quantities installed shall be determined by the ENGINEER upon completion of the Work; and that OWNER may elect to construct only a portion of the Work covered by the Contract Documents and in such event, BIDDER will perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.
5. a. BIDDER agrees that the Work will be substantially complete within 45 calendar days from the date when the Contract Time commences to run as provided in paragraph 1.38 of the General Conditions, and completed and ready for final payment within 70 calendar days from the date when the Contract Time commences to run.
- b. BIDDER accepts the provisions of the Agreement regarding liquidated damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a condition of this Bid:
- a. Required Bid Security in the form of Bid Bond.
- b. Price Schedule.
- c. Schedule of Subcontractors.
- d. Schedule of Suppliers, Equipment and Materials.
- e. Legal Status of Bidder.

(BID FORM)

(BF - 2)

**COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS**

**LIST OF SUBCONTRACTORS**

List each subcontractor to be used on the Project:

- 1. Name of Firm undetermined  
 Address \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_
- 2. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_
- 3. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_
- 4. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_
- 5. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_
- 6. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_

Failure to complete the above form shall be sufficient cause for Bid rejection.

**COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS**

**SWORN STATEMENT PURSUANT TO SECTION 287.087  
FLORIDA STATUTES, ON DRUG-FREE WORKPLACE**

**THIS FORM MUST BE SIGNED AND RETURNED WITH THE BID.**

Preference must be given to contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *noie contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign this statement, I certify that this firm complies with the above requirements.

Mark Selman  
Contractor's signature

Mark Selman  
Print Name

3/19/08  
Date

**COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS**

**SCHEDULE OF SUPPLIERS, EQUIPMENT AND MATERIALS**

List suppliers and Manufacturers to be used on the Project:

	Description	Supplier	Manufacturer	Model
1.	PIPE & FITTINGS	Ferguson's	ISCO / Ford	
2.	NITRATE SYSTEM	Siemens	SIEMENS	
3.	TANK		AQUASTORE	
4.	High Service PUMP	Barney's Pumps	AURORA PUMPS	
5.	Chemical Feed system		Spinner	
6.				
7.				
8.				
9.				
10.				

Failure to complete the above form shall be sufficient cause for Bid rejection.

COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS

The name, titles, and home address of all persons who are officers or Partners in the organization are as follows:

NAME AND TITLE

HOME ADDRESS

Mark Seleske  
General Manager

24266 McCaw Rd  
Brooksville, FL 34601

Signed and Sealed this 19 day of March

By Mark Seleske

Printed Name Mark Seleske

Title General Manager



**COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS**

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executive, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

Mark Seltske  
[Signature]

3/19/08  
[Date]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Mark Seltske  
[Name of individual signing]

who, after first being sworn by me, affixed his/her signature in the space provided above this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Robert Cann  
~~NOTARY PUBLIC~~ WITNESS

My commission expires: Robert Cann

**COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to COLONIAL MANOR UTILITIES  
 [Print name of the public entity]

by Mark Seleske GENERAL MANAGER  
 [Print individual's name and title]

for CIMARRON CONSTRUCTION INC.  
 [Print name of entity submitting sworn statement]

whose business address is 16176 Cortez Blvd Brooksville, FL 34601

and (if applicable) its Federal Employer Identification Number (FEIN) is 500200531

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or *nolo contendere*.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arms length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

### COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS

### PRICE SCHEDULE

BIDDER agrees to execute the agreement in strict accordance with the Contract Documents in the full amount of the Contract Price.

No.	Item	Units	Quantity	Unit Price	Total Price
	N/A <u>SEE Pgs 12</u>				
<b>TOTAL BID PRICE:</b>					

END OF SECTION

(BID FORM)

(BF - 8)

**COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS**

**LEGAL STATUS OF BIDDER**

This Proposal is submitted in the name of:

(Print) Cimarron Construction Inc

The undersigned hereby designates below his business address to which all notices, directions or other communications may be served or mailed:

Street 16176 Cortez Blvd

City Bradenville FL

State \_\_\_\_\_ Zip Code 34601

The undersigned hereby declares that he has legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of \_\_\_\_\_, Florida

CORPORATION INCORPORATED UNDER THE LAW OF THE STATE OF Florida. The Corporation is

- LICENSED TO DO BUSINESS IN FLORIDA
- NOT NOW LICENSED TO DO BUSINESS IN FLORIDA

Section 14-22 F.A.C. provides for prequalifications for bidders to State Highway Commission projects. Undersigned is:

- Prequalified per Section 14-22 F.A.C.
- Not Prequalified per Section 14-22 F.A.C. because
- Not required to be prequalified because project is under \$250,000
- Type of contractor is exempt
- Other:

**COLONIAL MANOR UTILITIES - WATER TREATMENT SYSTEM MODIFICATIONS**

7. The terms used in this Bid which are defined in the General Conditions included as part of the Contract Documents have the meanings ascribed to them in the General Conditions.
8. BIDDER'S Florida Contractor's License Number is CUC 1223985
9. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualifications to do business in the State of Florida.
10. The prices contained in the Bid Proposal shall include all costs necessary to provide the Work described in the Contract Documents, including, but not limited to, labor, materials, equipment, overhead, profit and insurance.

BIDDER understands that the OWNER reserves the right to reject any or all Bids in whole or in part, with or without cause, to waive any technical errors and informalities or to accept the Bid which in its judgment best serves the public interest.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of Notice of Award, BIDDER will execute the formal contract attached and deliver it with a Public Construction Bond and a Certificate of Insurance evidencing conformance with the contract requirements as required by Article 5 of the General Conditions within fifteen (15) days. The Bid Security shall become the property of OWNER in the event the executed Contract, Public Construction Bond and Certificate of Insurance are not delivered within the time above set forth, as liquidated damages for delay and any additional expenses to OWNER caused thereby.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other BIDDER or with any competition.

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COLONIAL MANOR UTILITIES

OPTION III - GROUND STORAGE & HIGH SERVICE PUMPS

PROPOSED NITRATE REMOVAL SYSTEM

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL PRICE (\$)
<b>Raw Water Transmission Line</b>				
4" Directional Drill DR11	3,096.00	LF	18.00	55,728.00
6" Directional Drill DR11	1,540.00	LF	21.00	32,340.00
6" Raw Water Mains	184.00	EA	17.00	2,788.00
4" & 6" M/J R/W G/V w/ Box	15.00	EA	643.00	9,645.00
6" 90's	13.00	EA	650.00	8,450.00
6" Tee's	4.00	EA	494.00	1,976.00
4" & 6" P/V Mega w/ Acc.	41.00	EA	66.14	2,711.74
4" x 6" Increaser	5.00	EA	268.00	1,340.00
6" HDPE x MJ Adaptors	23.00	EA	73.35	1,687.05
Well Tie In	5.00	EA	2,000.00	10,000.00
<b>Upgrade Existing Water Distribution System</b>				
Replace existing W.M. with 6" HDPE by HDD	825.00	EA	21.00	17,325.00
Fittings	1.00	LS	3,594.00	3,594.00
Water Service Replacement	20.00	EA	125.00	2,500.00
<b>Above Ground Storage Tank</b>				
130,000-gal-glass-fused-to-steel water storage tank	1.00	EA	167,597.00	167,597.00
Tank level switches, electrical controls, and appurtenances	1.00	EA	10,000.00	10,000.00
Soil investigations and site preparation	1.00	EA	2,500.00	2,500.00
<b>Pumping System</b>				
High Services Pumps and Control Panel Package 30 h.p. 500-gpm High Service Pump, (2) 20 h.p. 200 gpm High Service Pumps, Stainless Steel Control Panel	1.00	EA	31,407.71	31,407.71
Site Work - includes labor to install equipment	1.00	EA	40,000.00	40,000.00
Flow metering, yard piping, valves for pumping equipment	1.00	EA	19,556.00	19,556.00
Plant Lighting	1.00	EA	2,352.94	2,352.94
Concrete Access Road and Pump Slab	9.00	CY	900.00	8,100.00
Security Fencing	1.00	EA	5,895.00	5,895.00
6" PVC Onsite Influent Piping	110.00	LF	17.00	1,870.00
6" Flanged Above Ground w/Fittings	50.00	LF	17.00	850.00
8" PVC Influent & Discharge Piping	350.00	LF	20.00	7,000.00
<b>Disinfection and Pressure Testing</b>				
Disinfection and Pressure Testing	1.00	EA	3,500.00	3,500.00
<b>Chlorination System</b>				
Chemical Feed Pumps	2.00	EA	325.00	650.00
Chemical Feed Piping	80.00	LF	17.00	1,360.00
<b>Nitrate Removal System</b>				
Siemens Equipment	1.00	LS	59,947.00	59,947.00
Concrete Support Slab	3.00	CY	900.00	2,700.00
Brine Discharge Piping	45.00	LF	14.00	630.00
Backwash Piping, Valves & Fittings	65.00	LF	35.00	2,275.00
Nitrate Monitors	2.00	EA	9,975.00	19,950.00
Additional Control Valves	2.00	EA	95.00	190.00
Additional Flow Meters	2.00	EA	650.00	1,300.00
Brine Storage Tank	1.00	EA	10,000.00	10,000.00
Evaporation Basin	19.00	CY	900.00	17,100.00
Evaporation Basin Cover	1.00	LS	9,000.00	9,000.00
<b>Telemetry System &amp; Electrical</b>				
Antenna and Controls at Each Facility	1.00	EA	35,000.00	35,000.00
Electrical Service to New Pumps	1.00	EA	6,000.00	6,000.00
<b>Subtotal</b>				<b>616,815.44</b>
Overhead & Profit (15%)				92,522.32
<b>Total</b>				<b>709,337.76</b>
Design & Permitting (8% of Total)				56,747.02
Project Management (PM) (4% of Total)				28,373.51
<b>Total Plus Design and PM</b>				<b>794,458.29</b>
<b>Grand Total</b>				<b>794,458.29</b>

4

Spreadsheet calculates the cost to pump water per hour.

Given:

System pressure = 59 psi.  
Average water demand = 116000 gpd  
80.55556 gpm  
Cost per k.w.-hr. \$0.104 k.w.-hr.

Pump Eff. 0.65  
Motor Eff. 0.65  
Head in feet = 136.29 feet

Find:

Cost per hour = \$5.11  
Cost per month = \$3,677.57

Increased power cost associated with high service (system pressure) pump.

**ESTIMATED ADDITIONAL COSTS FOR CHEMICALS**

**COLONIAL MANOR UTILITIES**

NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	COST PER YEAR
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**Operational**

1	LIQUID CHLORINE	6.3 gpd	\$1.61	\$3,702.20
3	SALT	150 ppd	\$0.25	\$13,687.50

**ESTIMATED COSTS FOR CHEMICALS**

**\$17,389.70**



# DESIGN MEMO

### Flow Data

Plant average daily flow:  
 Peak hourly demand:  
 Plant peak hourly flow rate:

141,000	gpd
5,875	gph
98	gpm

**Design the disinfection facilities to treat a peak hourly flow of 98 gpm**

### Chlorine Needed for Disinfection

**Design Statement:** The adequate dosage of chlorine will be determined by the operator in order to maintain a free chlorine residual of 0.2 mg/l throughout the distribution system in accordance with Rule 62-550.518(4), F.A.C.

Proposed method of chlorine addition:  
 Proposed chlorine dosage:  
 Amount of chlorine required for one day:  
 Percentage sodium hypochlorite standard solution  
 Specific gravity of sodium hypochlorite solution:  
 Available chlorine in 10% sodium hypochlorite solution:  
 Chlorine concentration in 10% sodium hypochlorite solution  
 Required 10% Sodium Hypochlorite dosage:

Liquid NaOCl	
4.0	mg/l
4.7	lb/day
10%	
1.14	
8.8%	by weight
0.74	lb/gal
6.3	gpd

Engineer Estimated  
 = 8.34 x 1.5 mg/l x (98 gpm x 1440)  
 Source: Manufacturer  
 Source: Manufacturer  
 Available Chlorine In X% Solution = X% / 1.14  
 = 8.34 lb/gal x (1.14 x 0.10 + (1-0.10)) x 0.088  
 = 4.7 lb/day / 0.74 lb/gal

### Monthly Cost of Hypochlorite Solution

Cost of 10% hypochlorite solution                    **\$1.61 per gallon**  
 Est. annual cost of solution based on avg. flow demand = **\$3,702 per year**

**Dave Schultz Sr.**

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**From:** Dave Schultz Sr.  
**Sent:** Wednesday, July 30, 2008 6:16 PM  
**To:** 'Bart.Fletcher@PSC.STATE.'; 'Bart.Fletcher@PSC.STATE.FL.US'  
**Cc:** 'Patti Daniel'; Tina Lawson; 'Gary Deremer'  
**Subject:** CM and Holiday Rate Cases  
**Attachments:** Brine Residual Disposal.doc; Holiday Legal Fees and Payments.xls

Bart, Transmitted herewith is the calculation in support of the brine disposal cost for Colonial Manor. The tipping fee shown is the current cost at the Pasco County landfill. The transportation cost of \$0.12 is based upon current industry charges. Also attached is an analysis of legal fee billings broken down based upon the description for each hourly charge –as categorized into non-transfer vs. transfer related charges. I trust this information will basically be consistent with the results of Stan's effort in this matter. Thanks

David Schultz, Sr.

Senior Vice President

*US Water Services Corporation*

Office 727.848.8292 ext. 276

Fax 727.848.7701

Toll Free 866.753.8292

8/11/2008

## Brine Residual Disposal

### Brine Volume

$$120,000 \text{ gpd} \times 50\% \text{ via treatment} = 60,000 \text{ gpd}$$

Nitrate reduction 100% @ 10mg/L

Brine Produced = 375 gal/day @ 4% solids

$$375 \text{ gal/day} \times 365 \text{ day's / yr} = 136,875 \text{ gpd/yr (wet volume)}$$

Wet brine is transferred to a drying bed where an 88% volume reduction will take place – producing-dry brine.

$$136,875 \text{ gal/yr} \times 12\% = 16425 \text{ gal}$$

$$16425 \text{ gal} \times 5.1 \text{ lb/gal} = 83767 \text{ lbs/yr}$$

$$83767 \div 2000 \text{ lb/ton} = 42 \text{ tons/yr}$$

Pasco County Landfill Charge = \$56/ton

$$42 \text{ ton} \times \$56/\text{ton} = \$2352 \text{ yr tipping fee}$$

Transportation Cost = \$1971/yr

$$(16425 \text{ gal} \times 12\text{¢ gal})$$

**Total Disposal Cost** **\$4323/yr** **(Labor Excluded)**

**Mr. Bart Fletcher**  
**Florida Public Service Commission**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, FL 32399-0850**

**November 21, 2007**

**Re: Docket No. 060540-WU – Application for increase in water rates in Pasco  
County by Colonial Manor Utility Company.**

Please find the items requested for Colonial Manor that we have discussed.

I have revised the cost of capital schedules for Section D, and submitted the detail of time worked on the rate case.

If you require additional information, please let me know.

Sincerely,

Joseph G. Gabay  
Accounting Services Manager

Cc: Mr. Gary Deremer, President

**Company: Colonial Manor Utility Company**  
**Project: File and Suspend Rate Case Before the Florida Public Service Commission**  
**Schedule of Hours and Work Performed**

**Rate Case Consultant: Joseph G. Gabay, U.S. Water Services, Corp.**

<b>Period Reported</b>	<b>Activities Performed</b>	<b>Hours Worked</b>
7/24/06-12/22/06	Filing of Request for Rate Case. Preparation of Class C Water Financial, Rate and Engineering Minimum Filing Requirements (MFR's) - Schedules A-1 through F-10 (70 pages). Includes gathering information, preparation, and copying.	70
12/23/06-2/22/07	Respond to PSC Request dated Jan. 22, 2007 deficiencies. Gathering information, preparation and copying for 20 MFR's.	40
2/23/07-4/12/07	Respond to PSC Request dated Mar. 12, 2007 deficeincies. Gathering information, preparation and copying for 3 MFR's.	5
4/12/07-6/21/07	Assist Public Service Commission with audit request Docket 060540-WU Audit Control No: 07-116-2-1 for the years 2005 and 2006 financial information. Provide data requested by auditors.	10
5/21/07-6/29/07	Prepare information for Utility's May 21, 2007 request to PSC to re-file the projected test year information for 2007 due to cost estimate changes.	15

Reconciliation of Capital Structure to Requested Rate Base  
Beginning and End of Year Average

Florida Public Service Commission

Company: Colonial Manor Utility Co.  
Docket No: 060540-WU  
Test Year Ended: December 31, 2007  
Schedule Year Ended: December 31, 2007  
Historic [ ] or Projected [x]

Schedule: D-2 (Revised 2007 Projected)  
Page 1 of 1  
Preparer: Joseph G. Gabay

Explanation: Provide a reconciliation of the simple average capital structure to requested rate base.  
Explain all adjustments. Submit an additional schedule if a year-end basis is used.

Line No.	(1) Class of Capital	(2) Test Year Per Books	(3) Reconciliation Adjustments		(5) Prorata *	(6) Reconciled To Requested Rate Base
			(3) Specific	(4) (Explain)		
1	Long-Term Debt	158,020	481,980	See Notes **		640,000
2	Short-Term Debt	0	0			0
3	Preferred Stock	0	0			0
4	Common Equity	129,655	160,000			289,655
5	Customer Deposits	8,164	2,836			11,000
6	Tax Credits - Zero Cost	0	0			0
7	Tax Credits - Wtd. Cost	0	0			0
8	Accum. Deferred Income Tax	7,236	17,764			25,000
9	Other (Notes Payable)	83,528	128,714			212,242
	Accounts Payable	219,949	-198,284			21,665
10	Total	606,552	593,010			1,199,562

\* List corresponding adjustments to rate base below:

Description	Amount

\*\* Long Term Debt is borrowing to pay for capital improvements payable due after one year.

Supporting Schedules: A-16,C-7,C-8,D-3,D-4,D-5,D-7  
Recap Schedules: D-1

## **Colonial Manor Utility Company**

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*PO Box 398  
New Port Richey, Florida 34652  
Tel: 727-919-0408 Fx: 727-848-7701*

March 28, 2008

Division of The Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

**RE: Colonial Manor Utility Company  
FPSC Docket No: 060540-WU**

**Dear Commission:**

In follow to previous discussion, please find enclosed proof of finance documents related to the Colonial Manor Utility System planned improvements. The documents represent two parts of the secured financing required; first being the commitment letter from Mercantile Bank, and secondly a certificate of deposit established in the name of Colonial Manor for the remainder of the anticipated funds required.

Once the bid selection has been completed, the amounts may be revised but we anticipate that the need for total funds will be less than the \$1.1 Million represented by the enclosed.

As always, I appreciate all consideration provided to Colonial Manor Utility Company. Please do not hesitate to contact me if further discussion is necessary.

Respectfully,



Gary Deremer  
President

Enc.