

Kimley»»Horn

September 20, 2016

Mike Wilson
Utilities Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

Re: Professional Services Agreement for Tierra Verde Force Main Relocation
Utilities Inc. of Florida, Tierra Verde Force Main Relocation
Pinellas County, Florida

Dear Mr. Wilson:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Utilities Inc. of Florida ("Client") for providing design, permitting, and construction services for the Tierra Verde Force Main Relocation.

Project Understanding

The existing 10-inch force main, approximately 1,400 LF, from Lift Station #4 to an existing manhole along Pinellas Bayway S (SR 679) and Madonna Blvd in Tierra Verde, is severely eroded and in need of replacement. The intent of the proposed force main design is to avoid existing utility conflicts and tie into the existing manhole that currently receives flow. Based solely on review of the service area map, compared to the most recent aerial photograph, the anticipated construction cost is \$185,000.

Scope of Services

Task 1 – Design

Kimley-Horn will design the proposed 10-inch force main from Lift Station #4 to the receiving manhole along Pinellas Bayway S (SR 679). The plans will be developed using a survey of the proposed route. A survey of this section of Pinellas Bayway South and Madonna Blvd is included as part of Task 1 of our scope of services. The proposed survey will be tied into set benchmarks.

The proposed force main is anticipated to be constructed via open cut and directional drill. As part of our design, Kimley-Horn will evaluate construction techniques to ensure FDOT criteria are met.

Construction plans will be setup in 11" x 17" format, using plan and profile views, including specific cross sections. Plans will be delivered to the Client electronically for review and comment at the 60% and 90% design phases. Kimley-Horn will meet with staff onsite to review and discuss any comments. Kimley-Horn will revise the plans as necessary and resubmit to the Client.

Task 2 – Permitting

Kimley-Horn will prepare and submit the FDEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System, Form 62-604.300(8)(a). This application carries a permit application fee of \$250, for Notice of Intent to Use a General Permit. Kimley-Horn will provide all supporting documentation along with the permit.

Note: FDEP permit fees will be paid for by Kimley-Horn and will be included as a reimbursable expense.

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Kimley-Horn will prepare and submit the FDOT utility permit. As previously mentioned, the construction plans will be developed as required by FDOT to permit the proposed improvements. There are no permit fees associated with this application.

Note: Contractor shall be responsible for submitting and obtaining a Pinellas County right-of-way permit if required. Kimley-Horn will provide the contractor the supporting documentation.

Any additional permitting requirements, beyond those listed herein, would be considered an Additional Service.

Task 3 – Construction Phase Services

Kimley-Horn will coordinate with a minimum of three (3) pre-selected contractors for distribution of plans. Kimley-Horn will provide clarifications during the bidding phase to technical inquiries received and provide language for addenda, as necessary, and issue them to the contractor. Following receipt of the bids, Kimley-Horn will review provide a letter of recommendation to the Client.

Kimley-Horn will coordinate a Pre-Construction Conference prior to commencement of work at the site. Kimley-Horn will provide five (5) copies of signed and sealed Conformed Documents to the contractor for the Pinellas County right-of-way permit.

Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit based on permit conditions, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Consultant will make up to two (2) visits during construction to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Consultant will, promptly after notice from Contractor that it considers the entire work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the work is substantially

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complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Kimley-Horn will prepare Record Drawings based on the contractor's surveyed as-builts.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Environmental
- Geotechnical
- Structural
- Public Involvement

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

- As-Builts

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Access to the Site

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Consultant.

Task 1 Design	\$14,981.00
Task 2 Permitting (Includes Dee)	\$3,076.00
Task 3 Construction Phase Services	\$5,985.00
Total Lump Sum Fee	\$24,042.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

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Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Utilities Inc. of Florida.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to mawilson@uiwater.com

Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: W. Wade Wood, III, P.E.
Senior Project Manager

Wayne White, P.E.
Associate



Utilities Inc. of Florida
A Corporation

By: *Patrick C Flynn*, President/Vice President

9/21/14
(Date)

PATRICK C FLYNN
(Print or Type Name)

pc.flynn@uiwater.com
(Email Address)

Attest:

_____, ~~Secretary/Assistant Secretary~~

(Print or Type Name)

Client's Federal Tax ID: *36-2850768*
Client's Business License No.: _____
Client's Street Address: *200 Weathersfield Avenue*
Altamonte Springs, FL 32714

Attachment – Request for Information
Attachment – Standard Provisions
Request for Information

Please return this information with your signed contract

Client Identification

Full, Legal Name of Client	Utilities Inc. of Florida				
Mailing Address for Invoices	200 Weathersfield Avenue Altamonte Springs, FL 32714				
Contact for Billing Inquiries	Mike Wilson				
Contact's Phone and e-mail	(407) 468-3268 mawilson@uiwater.com				
Client is (check one)	Owner	<input checked="" type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

SECTION 00520

AGREEMENT FORM (LUMP SUM)

PART 1 GENERAL

1.01 THIS AGREEMENT, made this 24th day of May, 2019, by and between Utilities Inc. of Florida, hereinafter called the Owner, and McKenzie Contracting, LLC, whose principal and local address is 7712 E. Broadway Ave, Tampa, FL 33619, hereinafter called the Contractor.

1.02 The Owner and Contractor Agree as follows:

A. Contract Documents

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

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the Tierra Verde Sanitary Sewer Improvements- Project A and Project B (Project C to be completed by others).

C. Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 60 calendar days. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not



substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$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

Lump Sum Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order, the Total Contract Price of \$451,225.25 (Project A- \$285,336.65, Project B- \$165,888.60). Payments will be made to the Contractor based on the Lump Sum Bid amount, the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein, and subject to completion of the work, in accordance with the Contract Documents.

F. Payments

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

G. Retainage

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

H. Engineer

The Project has been designed by Kimley-Horn and Associate, 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:

McKenzie Contracting, LLC

Name of Firm



By (Signature)

(SEAL)

Oliver D. Fernandez Jr. -Owner/Member

Printed Name and Title

ATTEST:



By (Signature)

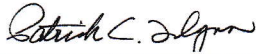
Valarie K Lowry Chief Business Officer

Printed Name and Title

OWNER:

Utilities Inc. of Florida

Name of Owner


By (Signature)

(SEAL)

Patrick C. Flynn, Vice President

Printed Name and Title

ATTEST:

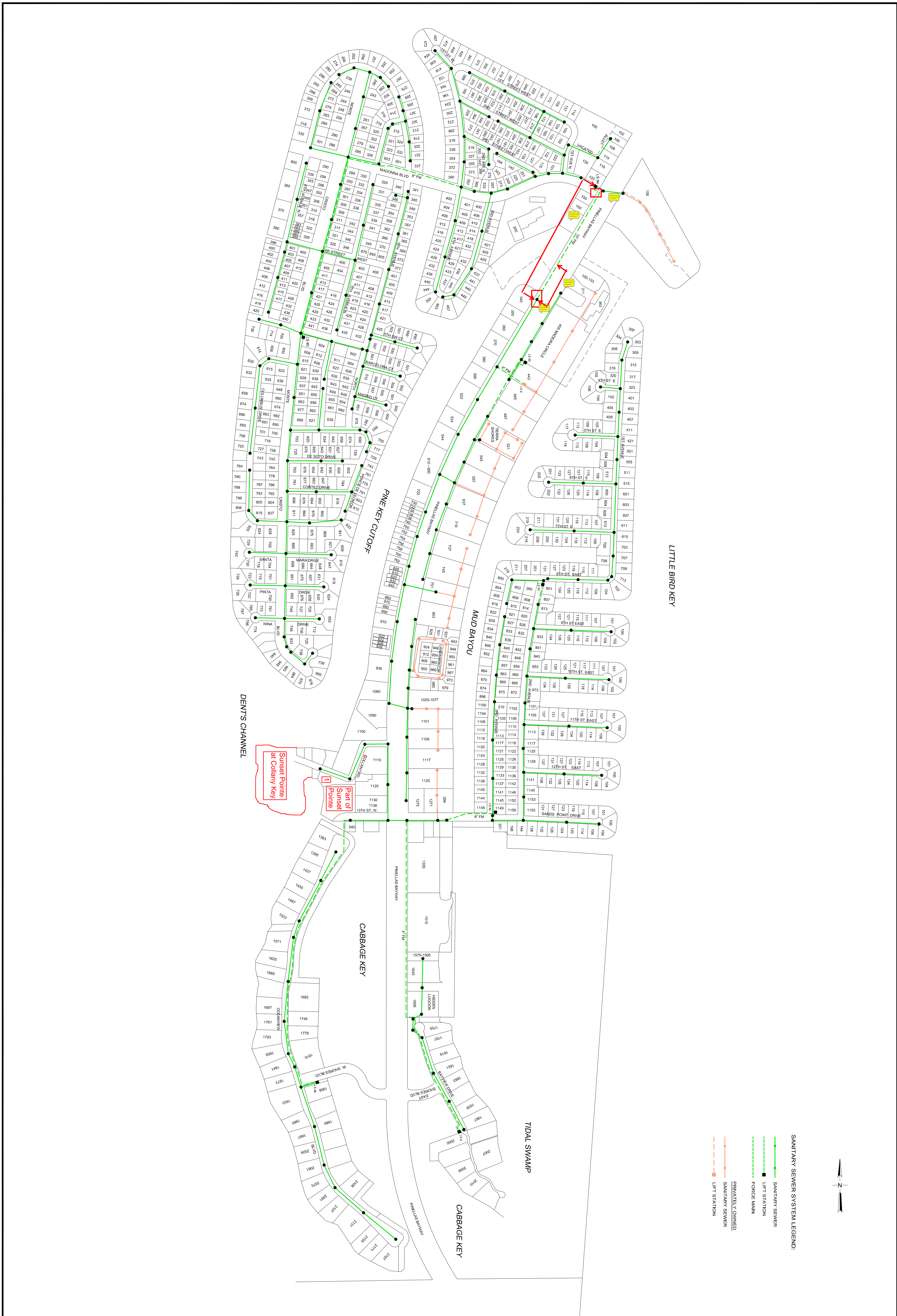
Michael A. Wilson

By (Signature)

Michael Wilson, Regional Manager

Printed Name and Title

END OF SECTION



LITTLE BIRD KEY

MUD BAYOU

PINE KEY CUTOFF

DENT'S CHANNEL

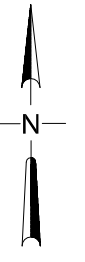
CABBAGE KEY

TIDAL SWAMP

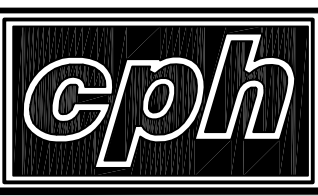
CABBAGE KEY

Sunset Pointe at Colony Key

Part of Sunset Pointe



- SANITARY SEWER SYSTEM LEGEND:
- SANITARY SEWER
 - LIFT STATION
 - FORCE MAIN
 - PRIVATELY OWNED
 - SANITARY SEWER
 - LIFT STATION



SCALE: 1" = 400'
 DATE: 11-28-2012
 JOB NO.: U0722
 FILE: SYSTEM MAP

SANITARY SEWER SYSTEM
 UTILITIES INC. OF FLORIDA
 TIERRA VERDE SYSTEM



S & S DIRECTIONAL BORING

FAX: 813-684-2350
 1508 E. DR. MARTIN LUTHER KING
 BLVD.
 SEFFNER, FL 33584

Estimate

Date	Proposal #
7/26/2017	3289

Name / Address
UTILITIES, INC. OF FLORIDA 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714

Description	Qty	Rate	Total
PROJECT NAME: PINELLAS BAYWAY AND MADONNA			
Mobilization	1	4,000.00	4,000.00
Tie Into Manhole	1	3,000.00	3,000.00
Open Cut	200	42.50	8,500.00
Remove/Replace Landscape	1	1,800.00	1,800.00
Remove Sign	1	500.00	500.00
Pressure Test	1	500.00	500.00
Remove/Replace Concrete Sidewalk	100	28.00	2,800.00
AGREEMENT: 1. Pricing EXCLUDES any and all permits, bonds, shoring, surveys, dewatering, M.O.T. setups, restoration of sod, concrete and/or asphalt, restoration of landscaping and replacement of shrubs, plants, ect., also irrigation systems and any vacuum locating and/or GPR Locates of existing utilities under concrete or asphalt and/or locating of unknown utilities and damages to unknown utilities. 2. Returned check are subjected to a \$50.00 Return Fee I UNDERSTAND THAT BY SIGNING THIS PROPOSAL I AM STATING THAT I AM A LEGAL AGENT FOR THE ABOVE MENTIONED COMPANY AND THAT I HAVE THE AUTHORITY TO REPRESENT THE COMPANY IN THIS MATTER. BY SIGNING THIS PROPOSAL I AGREE TO ALL TERMS AND CONDITIONS AS STATED. SHOULD LEGAL ACTION BE REQUIRED TO RECOVER ANY PAST DUE AMOUNT, IT IS FURTHERED AGREED THAT ALL REASONABLE COLLECTION COSTS, LEGAL COSTS AND/OR ATTORNEY FEES WILL BE ADDED TO THE UNPAID BALANCE AND DUE AT TIME OF COLLECTION AND/OR LEGAL PURSUIT. **QUOTES ARE ONLY GOOD FOR 30 DAYS**			
BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS AS STATED.		Total	\$21,100.00

Signature _____

S & S DIRECTIONAL BORING

FAX: 813-684-2350
 1508 E. DR. MARTIN LUTHER KING
 BLVD.
 SEFFNER, FL 33584

Estimate

Date	Proposal #
7/26/2017	3288

Name / Address
UTILITIES, INC. OF FLORIDA 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714

Description	Qty	Rate	Total
PROJECT NAME: PINELLAS BAYWAY AND MADONNA BI			
Tie In Outside of Pull Box	1	1,850.00	1,850.00
Open Cut 8" C-900	85	42.50	3,612.50
Pressure Test	1	500.00	500.00
Mobilization	1	3,000.00	3,000.00
Restoration	1	1,500.00	1,500.00
Directional Drill 8" H.D.P.E.	160	42.00	6,720.00
AGREEMENT: 1. Pricing EXCLUDES any and all permits, bonds, shoring, surveys, dewatering, M.O.T. setups, restoration of sod, concrete and/or asphalt, restoration of landscaping and replacement of shrubs, plants, ect., also irrigation systems and any vacuum locating and/or GPR Locates of existing utilities under concrete or asphalt and/or locating of unknown utilities and damages to unknown utilities. 2. Returned check are subjected to a \$50.00 Return Fee I UNDERSTAND THAT BY SIGNING THIS PROPOSAL I AM STATING THAT I AM A LEGAL AGENT FOR THE ABOVE MENTIONED COMPANY AND THAT I HAVE THE AUTHORITY TO REPRESENT THE COMPANY IN THIS MATTER. BY SIGNING THIS PROPOSAL I AGREE TO ALL TERMS AND CONDITIONS AS STATED. SHOULD LEGAL ACTION BE REQUIRED TO RECOVER ANY PAST DUE AMOUNT, IT IS FURTHERED AGREED THAT ALL REASONABLE COLLECTION COSTS, LEGAL COSTS AND/OR ATTORNEY FEES WILL BE ADDED TO THE UNPAID BALANCE AND DUE AT TIME OF COLLECTION AND/OR LEGAL PURSUIT. **QUOTES ARE ONLY GOOD FOR 30 DAYS**			
BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS AS STATED.		Total	\$17,182.50

Signature _____

S & S DIRECTIONAL BORING

FAX: 813-684-2350
 1508 E. DR. MARTIN LUTHER KING
 BLVD.
 SEFFNER, FL 33584

Estimate

Date	Proposal #
7/26/2017	3287

Name / Address
UTILITIES, INC. OF FLORIDA 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714

Description	Qty	Rate	Total
PROJECT NAME: PINELLAS BAYWAY AND MADONNA			
Tie Into Manhole	1	3,000.00	3,000.00
Open Cut 8" C-900	40	42.50	1,700.00
Remove/Replace Landscape	1	1,800.00	1,800.00
Remove Sign	1	500.00	500.00
Pressure Test	1	500.00	500.00
Mobilization	1	3,000.00	3,000.00
AGREEMENT: 1. Pricing EXCLUDES any and all permits, bonds, shoring, surveys, dewatering, M.O.T. setups, restoration of sod, concrete and/or asphalt, restoration of landscaping and replacement of shrubs, plants, ect., also irrigation systems and any vacuum locating and/or GPR Locates of existing utilities under concrete or asphalt and/or locating of unknown utilities and damages to unknown utilities. 2. Returned check are subjected to a \$50.00 Return Fee I UNDERSTAND THAT BY SIGNING THIS PROPOSAL I AM STATING THAT I AM A LEGAL AGENT FOR THE ABOVE MENTIONED COMPANY AND THAT I HAVE THE AUTHORITY TO REPRESENT THE COMPANY IN THIS MATTER. BY SIGNING THIS PROPOSAL I AGREE TO ALL TERMS AND CONDITIONS AS STATED. SHOULD LEGAL ACTION BE REQUIRED TO RECOVER ANY PAST DUE AMOUNT, IT IS FURTHERED AGREED THAT ALL REASONABLE COLLECTION COSTS, LEGAL COSTS AND/OR ATTORNEY FEES WILL BE ADDED TO THE UNPAID BALANCE AND DUE AT TIME OF COLLECTION AND/OR LEGAL PURSUIT. **QUOTES ARE ONLY GOOD FOR 30 DAYS**			
BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS AS STATED.		Total	\$10,500.00

Signature _____

SECTION 00520

AGREEMENT FORM (LUMP SUM)

PART 1 GENERAL

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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 Tierra Verde Sanitary Sewer Improvements- Project A and Project B (Project C to be completed by others).

C. Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 60 calendar days. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not

substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$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 ($\frac{1}{4}$) of the rate set forth above.

E. Contract Price

Lump Sum Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order, the Total Contract Price of \$451,225.25 (Project A- \$285,336.65, Project B- \$165,888.60). Payments will be made to the Contractor based on the Lump Sum Bid amount, the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein, and subject to completion of the work, in accordance with the Contract Documents.

F. Payments

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

G. Retainage

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

H. Engineer

The Project has been designed by Kimley-Horn and Associate, 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:

McKenzie Contracting, LLC

Name of Firm



By (Signature)

(SEAL)

Oliver D. Fernandez Jr. -Owner/Member

Printed Name and Title

ATTEST:



By (Signature)

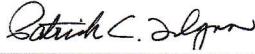
Valarie K Lowry Chief Business Officer

Printed Name and Title

OWNER:

Utilities Inc. of Florida

Name of Owner



By (Signature)

(SEAL)

Patrick C. Flynn, Vice President

Printed Name and Title

ATTEST:

Michael A. Wilson

By (Signature)

Michael Wilson, Regional Manager

Printed Name and Title

END OF SECTION