

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 970536-VLS

APPLICATION FOR LIMITED PROCEEDING
INCREASE IN WATER AND WASTEWATER RATES

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

I.

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

DOCUMENT NUMBER-DATE

04464 MAY-65

REGULATORY DEPARTMENT

Check received with proof and
forwarded to FAR for deposit.
Filed to forward a copy of check
to FAR with proof of deposit.

Initials of person who forwarded check:
MJS

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

Aloha Utilities, Inc.
2514 Aloha Place
Holiday, Florida 34691

(b) Applicant's interest:

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

FDOT Line Relocation

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

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

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

Envelope Billing

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

II.

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

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

III.

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

IV.

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

V.

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

VI.

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

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

VII.

Other information which the Applicant deems relevant is as follows:


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

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

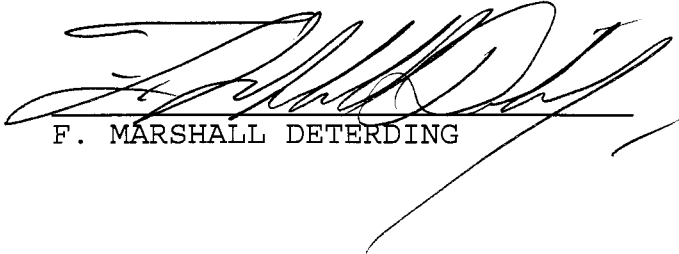
F. Marshall Deterding
ROSE, SUNDSTROM & BENTLEY
2548 Blainstone Pines Drive
Tallahassee, Florida 32301
(904) 877-6555

VIII.

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

Respectfully submitted this
 day of May, 1997, by:

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


F. MARSHALL DETERDING

970536-WS

ALOHA UTILITIES, INC.
Limited Proceeding

Proposed Tariff Sheets

EXHIBIT B

NAME OF COMPANY ALOHA UTILITIES, INC.
WASTEWATER TARIFF

Seven Springs System

GENERAL SERVICE
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE

<u>Meter Size</u>		<u>Base Facility Charge</u>
5/8 x 3/4"	(3m gals. min.)	\$ 23.55
1"	(8m gals. min.)	62.69
1 1/2"	(15m gals. min.)	117.68
2"	(24m gals. min.)	188.27
3"	(48m gals. min.)	376.52
4"	(75m gals. min.)	588.82
6"	(150m gals. min.)	1,176.65
8"	(240m gals. min.)	1,882.60

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

MINIMUM CHARGE - Equals Base Facility Charge above

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

EFFECTIVE DATE -

TYPE OF FILING - Limited Proceeding

STEPHEN G. WATFORD
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY ALOHA UTILITIES, INC.
WASTEWATER TARIFF

Seven Springs System

RESIDENTIAL SERVICE
RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Monthly Flat Charge</u>	<u>Rate</u>
	All Meter Sizes	\$ 23.55

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

EFFECTIVE DATE -

TYPE OF FILING - Limited Proceeding

STEPHEN G. WATFORD
ISSUING OFFICER

VICE PRESIDENT
TITLE

ALOHA UTILITIES, INC.
Water Tariff

NINETEENTH REVISED SHEET NO. 17.0
Cancels Eighteenth Revised Sheet No. 17.0

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available in Seven Springs.

APPLICABILITY - For water service to any customer for which no other schedule applies.

LIMITATIONS - Subject to all the rules and regulations of this tariff and general rules and regulations of the Commission.

RATES - (Monthly)

<u>Meter Size</u>	<u>Base Facility Charge</u>		
5/8" x 3/4"	\$ 7.59	Minimum	3,000 gallons
1"	20.20	Minimum	8,000 gallons
1-1/2"	37.88	Minimum	15,000 gallons
2"	61.05	Minimum	24,000 gallons
3"	121.29	Minimum	48,000 gallons
4"	189.84	Minimum	75,000 gallons
6"	293.58	Minimum	150,000 gallons
8"	599.76	Minimum	240,000 gallons

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

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

EFFECTIVE DATE:
TYPE OF FILING: Limited Proceeding

Stephen G. Watford
ISSUING OFFICER

Vice President
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available in Seven Springs.

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

LIMITATIONS - Subject to all the rules and regulations of this tariff and general rules and regulations of the Commission.

RATES - (Monthly)

<u>Meter Size</u>	<u>Base Facility Charge</u>		
5/8" x 3/4"	\$ 7.59	Minimum	3,000 gallons
1"	20.20	Minimum	8,000 gallons
1-1/2"	37.88	Minimum	15,000 gallons
2"	61.05	Minimum	24,000 gallons
3"	121.29	Minimum	48,000 gallons
4"	189.84	Minimum	75,000 gallons
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EFFECTIVE DATE:
TYPE OF FILING: Limited Proceeding

Stephen G. Watford
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY ALOHA UTILITIES, INC.
WASTEWATER TARIFF

Aloha Gardens System

GENERAL SERVICE
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE

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

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

MINIMUM CHARGE - Equals Base Facility Charge above

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

EFFECTIVE DATE -

TYPE OF FILING - Limited Proceeding

STEPHEN G. WATFORD
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY ALOHA UTILITIES, INC.
WASTEWATER TARIFF

Aloha Gardens System

RESIDENTIAL SERVICE
RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Base Facility Charge</u>	<u>Rate</u>
All Meter Sizes	\$ 11.08
Gallonage Charge (10M Monthly Max.)	\$ 4.47

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

EFFECTIVE DATE -

TYPE OF FILING - Limited Proceeding

STEPHEN G. WATFORD
ISSUING OFFICER

VICE PRESIDENT
TITLE

ALOHA UTILITIES, INC.
Water Tariff

NINETEENTH REVISED SHEET NO. 17.1
Cancels Eighteenth Revised Sheet No. 17.1

Aloha Gardens System

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available in Aloha and Tahitian Gardens.

APPLICABILITY - For water service to any customer for which no other schedule applies.

LIMITATIONS - Subject to all the rules and regulations of this tariff and general rules and regulations of the Commission.

RATES - (Monthly)

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

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

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

EFFECTIVE DATE:
TYPE OF FILING: Limited Proceeding

Stephen G. Watford
ISSUING OFFICER

Vice President
TITLE

ALOHA UTILITIES, INC.
Water Tariff

NINETEENTH REVISED SHEET NO. 18.1
Cancels Eighteenth Revised Sheet No. 18.1

Aloha Gardens System

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available in Aloha and Tahitian Gardens.

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

LIMITATIONS - Subject to all the rules and regulations of this tariff and general rules and regulations of the Commission.

RATES - (Monthly)

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

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

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

EFFECTIVE DATE:
TYPE OF FILING: Limited Proceeding

Stephen G. Watford
ISSUING OFFICER

Vice President
TITLE

970536-WS

Aloha Utilities, Inc.

Special Report

April 30, 1997

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

Index

<u>Schedule No.</u>	<u>Page(s)</u>	<u>Description</u>
		Accountants' Report
1	1	Background/Summary
2	2	Additional Revenue Requirement and Proposed Increase to Existing Rates
3	3-4	Schedule of Present and Proposed Rates
4	5	Schedule of Depreciation Expense
5	6	Schedule of Taxes Other Than Income
6	7	Estimated Filing Expenses
7	8	Schedule of Required Rate of Return on Net Invested Plant
8	9	Schedule of Cost of Capital
9	10	Estimated Plant Costs by Primary NARUC Account
10	11	Calculation of Allowance for Funds Used During Construction
11	12-13	Schedule of Estimated Project Costs
12	14	Schedule of Increased Mailing and Billing Costs
13	15-18	Schedule of Annualized Revenues

Attachment

- I Copy of Court Order to Sever & Consolidate and Stipulated Final Judgement; and
 Copy of Original Joint Project Agreement and Change Order No. 1
- II Copy of Change Order No. 2 and Related Documentation of Total Bid Costs;
 Copy of Additional Contract with Change Order; and Engineering Expenses

Cronin, Jackson, Nixon & Wilson

CERTIFIED PUBLIC ACCOUNTANTS, P.A.

JAMES L. CARLSTEDT, C.P.A.
JOHN H. CRONIN, JR., C.P.A.
ERIC M. DOAN, C.P.A.
ROBERT H. JACKSON, C.P.A.
BRENDA M. McBARRON, C.P.A.
ROBERT C. NIXON, C.P.A.
HOLLY M. TOWNER, C.P.A.
JAMES L. WILSON, C.P.A.

2560 GULF-TO-BAY BOULEVARD
SUITE 200
CLEARWATER, FLORIDA 34625-4419
(813) 791-4020
FACSIMILE
(813) 797-3602

April 30, 1997

Officers and Directors
Aloha Utilities, Inc.

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

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

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

Cronin, Jackson, Nixon & Wilson

CRONIN, JACKSON, NIXON & WILSON

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

Background/Summary

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

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

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

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

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

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

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

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

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

Line No.		Monthly Rates	
		Present	Proposed
1	<u>Seven Springs</u>		
2	<u>Water (6.65% increase)</u>		
3	<u>Residential & General Service</u>		
4	Base facility charges:		
5	5/8" x 3/4" minimum 3,000 gallons	\$ 7.12	\$ 7.59
6	1" minimum 8,000 gallons	18.94	20.20
7	1 1/2" minimum 15,000 gallons	35.52	37.88
8	2" minimum 24,000 gallons	57.24	61.05
9	3" minimum 48,000 gallons	113.73	121.29
10	4" minimum 75,000 gallons	178.00	189.84
11	6" minimum 150,000 gallons	275.27	293.58
12	8" minimum 240,000 gallons	562.36	599.76
13	Gallage charges per 1,000 gallons in		
14	excess of minimum	1.27	1.35
15	<u>Sewer (3.62% increase)</u>		
16	<u>Residential</u>		
17	Flat rate per month - all meter sizes	22.73	23.55
18	<u>General Service</u>		
19	Base facility charges:		
20	5/8" x 3/4" minimum 3,000 gallons	22.73	23.55
21	1" minimum 8,000 gallons	60.50	62.69
22	1 1/2" minimum 15,000 gallons	113.57	117.68
23	2" minimum 24,000 gallons	181.69	188.27
24	3" minimum 48,000 gallons	363.37	376.52
25	4" minimum 75,000 gallons	568.25	588.82
26	6" minimum 150,000 gallons	1,135.54	1,176.65
27	8" minimum 240,000 gallons	1,816.83	1,882.60
28	Gallage charges per 1,000 gallons in		
29	excess of minimum	2.92	3.03

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

Line No.	NARUC Account	Description	Cost of Facilities	Depreciation Rate	Depreciation Expense
1	<u>Water</u>				
2	<u>Utility Plant (Schedule No. 9)</u>				
3	331	Transmission & distribution mains	\$ 717,173	3.03%	\$ 21,730
4	333	Services	7,835	3.03%	237
5	335	Hydrants	<u>29,582</u>	2.22%	<u>657</u>
6			754,590		22,624
7	<u>CIAC</u>				
8		DOT reimbursements	<u>(381,321)</u>	3.00%	<u>(11,440)</u>
9	Total Water		<u>\$ 373,269</u>		<u>\$ 11,184</u>
10	<u>Sewer</u>				
11	<u>Utility Plant (Schedule No. 9)</u>				
12	360	Collection sewers - force	\$ 566,793	3.13%	17,741
13	363	Services to customers	<u>6,808</u>	3.13%	<u>213</u>
14			573,601		17,954
15	<u>CIAC</u>				
16		DOT reimbursements	<u>(260,332)</u>	3.13%	<u>(8,148)</u>
17	Total Sewer		<u>\$ 313,269</u>		<u>\$ 9,806</u>

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

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

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

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

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

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

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

Line No.		Total Capital	Percent Ratio	Cost of Each Percent	Weighted Cost
1	Long-term debt	\$ 2,522,880	55.98%	11.00%	6.16%
2	Preferred stock	600,000	13.31%	11.88%	1.58%
3	Customer deposits	208,610	4.63%	6.00%	0.28%
4	Common equity	923,619	20.49%	11.88%	2.43%
5	Deferred income taxes	252,068	5.59%	-	-
6	Total	<u>\$ 4,507,177</u>	<u>100.00%</u>		<u>10.45%</u>
7	Note (1): Calculation of rate base is outside the scope of this proceeding;				
8	therefore, no reconciliation of capital structure to rate base was made.				

Aloha Utilities, Inc.
 Estimated Plant Costs by NARUC Primary Account
 Seven Springs FDOT S.R. 54 Project

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

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

Line No.	Month	Monthly CWIP Increase (2)	Accumulated CWIP - Beginning of Month	Accumulated CWIP - End of Month	Average CWIP Balance	Monthly AFUDC (3)	Total Capitalized
1	February, 1996 (1)	\$ 600,246	-	\$ 600,246	\$ 300,123	\$ 3,452	\$ 603,698
2	March	1,800	\$ 603,698	605,498	604,598	6,954	612,452
3	April	1,800	612,452	614,252	613,352	7,055	621,307
4	May	1,799	621,307	623,106	622,207	7,157	630,263
5	June	1,799	630,263	632,062	631,163	7,260	639,322
6	July	1,799	639,322	641,121	640,222	7,364	648,485
7	August	1,799	648,485	650,284	649,385	7,469	657,753
8	September	1,799	657,753	659,552	658,653	7,576	667,128
9	October		667,128	667,128	667,128	7,673	674,801
10	November		674,801	674,801	674,801	7,762	682,563
11	December		682,563	682,563	682,563	7,851	690,414
12	January, 1997		690,414	690,414	690,414	7,941	698,355
13	February		698,355	698,355	698,355	8,032	706,387
14	March		706,387	706,387	706,387	8,125	714,512
15	April		714,512	714,512	714,512	8,218	722,730
16	May		722,730	722,730	722,730	8,313	731,043
17	June		731,043	731,043	731,043	8,408	739,451
18	July		739,451	739,451	739,451	8,505	747,956
19	August		747,956	747,956	747,956	8,603	756,559
20	Totals	<u>\$ 612,841</u>				<u>\$ 143,718</u>	<u>\$ 756,559</u>

21	Notes: (1) Construction costs as follows:						
22					Per Payment		Per Contract
23	Deposited with FDOT:						
24	Funds deposited with FDOT (2/96)				\$ 715,144.47	Total Schedule 11	\$ 696,019
25	Expected refund of overpayment				(160,293.06)		
26	Net initial funds used for construction				<u>554,851.41</u>		
27	Engineering						
28	Total costs incurred through February, 1996				128,573.14		
29	Reimbursement of 64.69% of costs				(83,178.07)		(83,178)
30	Total engineering costs				<u>45,395.07</u>		
31	Total initial costs				<u>\$ 600,246.48</u>		
32	(2) Costs incurred directly by Aloha for construction are as follows (through 9/96):						
33	Legal				\$ 12,385.03		
34	Accounting				210.00		
35	Total				<u>\$ 12,595.03</u>		<u>\$ 612,841</u>
36	Total Months (March, 1996 - September, 1996)				<u>7</u>		
37	Average monthly increase in CWIP - March 1996						
38	through September, 1996				<u>\$ 1,799</u>		
39	(3) AFUDC is based on an annual rate of 14.71% per Order No. 22206, dated November 26, 1989, and discounted						
40	to a monthly rate of 1.1502%.						

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

Line No.	NARUC Account	Description	Quantity	DOT Contract	Aloha Contract Costs			Total Project Cost
					Contract Cost	Engineering, Accounting, and Legal	Total Aloha Cost	
<u>Water System Improvements</u>								
1								
2	333	Water service connections	1 ls	\$ 2,860	\$ 2,447	\$ 623	\$ 3,070	\$ 5,930
3	331	Steel casings - Jack & Bore 24"	351 lf	17,652	15,104	3,843	18,947	36,599
4	331	Furnish & install casing spacers	42 ea	2,461	2,106	536	2,642	5,103
5	331	Utility locate - underground	14 ea	706	604	154	758	1,464
6	331	Utility locate - under pavement	7 ea	662	566	144	710	1,372
7	331	Pipe removal - 24" RCP	160 lf	16,726	14,312	3,641	17,953	34,679
8	331	Pipe removal - 18" & less	13,528 lf	16,437	14,065	3,578	17,643	34,080
9	331	Fittings - water - ductile iron	21 ton	40,245	34,436	8,761	43,197	83,442
10	331	Pipe - water - 2" PVC	110 lf		1,121	285	1,406	1,406
11	331	Pipe - water - 10" DI	427 lf	4,523	3,870	985	4,855	9,378
12	331	Pipe - water - 12" DI	7,136 lf	78,878	67,494	17,172	84,666	163,544
13	331	Pipe - water - 8" DI	165 lf	2,086	1,785	454	2,239	4,325
14	331	Pipe - water - 10" DI	1,115 lf		31,282	7,959	39,241	39,241
15	331	Pipe - water - 12" DI	5,454 lf	83,126	71,129	18,097	89,226	172,352
16	331	Pipe - water - 1" polyethylene tubing	110 lf		1,022	260	1,282	1,282
17	331	Valves - water - 6" gate	2 ea	493	421	107	528	1,021
18	331	Valves - water - 8" gate	6 ea	2,010	1,720	437	2,157	4,167
19	331	Valves - water - 10" gate	4 ea	1,901	1,627	414	2,041	3,942
20	331	Valves - water - 12" gate	17 ea	10,184	8,715	2,217	10,932	21,116
21	331	Valves - water - 8X8 tapping	6 ea	5,086	4,352	1,107	5,459	10,545
22	331	Valves - water - 12X8 tapping	1 ea		3,207	816	4,023	4,023
23	335	Fire hydrants	7 ea		19,546	4,973	24,519	24,519
24	333	Meter box relocate	2 ea	344	294	75	369	713
25	331	Air release assembly	6 ea	3,898	3,336	849	4,185	8,083
26	331	2" blowoff assembly	9 ea		1,913	487	2,400	2,400
27	333	Service connections	2 ea		318	81	399	399
28		Total Water		290,278	306,792	78,055	384,847	675,125
<u>Sewer System Improvements</u>								
29								
30	363	Sewer service connections	1 ls	1,907	1,631	415	2,046	3,953
31	360	Steel casings - 24"	58 lf	2,120	1,814	462	2,276	4,396
32	360	Steel casing - jack & bore - 16"	148 lf	6,510	5,570	1,417	6,987	13,497
33	360	Steel casing - jack & bore - 24"	190 lf	9,555	8,176	2,080	10,256	19,811
34	360	Casing spacers - 8"	12 ea	520	445	113	558	1,078
35	360	Casing spacers - 12"	17 ea	996	852	217	1,069	2,065
36	360	Utility locate - underground	8 ea	403	345	88	433	836
37	360	Pipe removal - wastewater - 24" RCP	160 lf	16,726	14,312	3,641	17,953	34,679
38	360	Pipe removal - wastewater - 18" & less	11,452 lf	13,847	11,849	3,015	14,864	28,711
39	360	Fittings - sewer - DI	7 ton	13,617	11,652	2,964	14,616	28,233
40	360	Force main - 8" DI	357 lf	3,571	3,056	777	3,833	7,404
41	360	Force main - 12" DI	1,468 lf	19,984	17,100	4,351	21,451	41,435
42	360	Force main - 8" PVC	1,361 lf	8,846	7,570	1,926	9,496	18,342
43	360	Force main - 12" PVC	3,449 lf	30,499	26,097	6,640	32,737	63,236
44	360	Force main - 8" DI	1,025 lf	15,320	13,109	3,335	16,444	31,764
45	360	Force main - 12" DI	1,277 lf	22,356	19,129	4,867	23,996	46,352
46	360	Force main - 8" PVC	644 lf		10,761	2,738	13,499	13,499
47	360	Force main - 12" PVC	978 lf	11,808	10,104	2,571	12,675	24,483
48	360	Sewer valves - 8" Gate	5 ea	1,700	1,455	370	1,825	3,525
49	360	Sewer valves - 12" Gate	9 ea	5,000	4,279	1,089	5,368	10,368
50	360	Sewer valves - 8X8 tapping	4 ea	4,074	3,486	887	4,373	8,447
51	360	Sewer valves - 12X8 tapping	1 ea		3,889	989	4,878	4,878
52	360	Air relief valve	7 ea	8,817	7,544	1,920	9,464	18,281
53		Total sewer		198,176	184,225	46,872	231,097	429,273
54		Total Contract per Change Order No. 2		\$ 488,454	\$ 491,017	\$ 124,927	\$ 615,944	\$ 1,104,398

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

Line No.	NARUC		Quantity	DOT Contract	Aloha Contract Costs			Total Project Cost
	Account	Description			Contract Cost	Engineering, Accounting, and Legal	Total Aloha Cost	
55	<u>Sewer System Improvements (Additional Contract)</u>							
56	363	Sewer service connections	1 is		1,607	409	2,016	2,016
57	360	Utility locate - underground	4 ea		509	130	639	639
58	360	Pipe removal - 18" & less	1,573 lf		4,860	1,236	6,096	6,096
59	360	Fittings - sewer - DI	1 ton		5,191	1,321	6,512	6,512
60	360	Force main - 8" PVC	933 lf		15,278	3,887	19,165	19,165
61	360	Force main - 8" DI	642 lf		24,199	6,157	30,356	30,356
62	360	Force main - 8" PVC	119 lf		2,427	617	3,044	3,044
63	360	Sewer valves - 8" Gate	1 ea		859	219	1,078	1,078
64	360	Sewer valves - 8X8 tapping	1 ea		2,564	652	3,216	3,216
65	360	Air relief valve	2 ea		6,340	1,613	7,953	7,953
66		Total Per Contract		\$ 0	\$ 63,834	\$ 16,241	\$ 80,075	\$ 80,075
67		Total Water		290,278	306,792	78,055	384,847	675,125
68		Total Sewer		198,176	248,059	63,113	311,172	509,348
69				\$ 488,454	\$ 554,851	\$ 141,168	\$ 696,019	\$ 1,184,473

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

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

Line No.	Description	Existing Costs	Proforma Costs	Increase
1	Postage (Bulk Rate) per bill	\$ 0.1800	\$ 0.2740	\$ 0.0940
2	Postcards (existing)(each)	0.0331		(0.0331)
3	New paper bill (each)		0.0127	0.0127
4		0.2131	0.2867	0.0736
5	Number of monthly bills	12,000	12,000	12,000
6	Monthly cost - postage and bills	2,557	3,440	883
7	New envelopes (each)		0.0410	0.0410
8	Factor for 2 per bill		2	2
9	Number of monthly bills		0.0820	0.0820
			12,000	12,000
10	Monthly cost - new envelopes		984	984
11	Total monthly cost - postage, bills & envelopes	2,557	4,424	1,867
12	Monthly cost to lease stuffing & mailing machine		672	672
13	Total monthly costs	2,557	5,096	2,539
14		12	12	12
15	Total annual costs	<u>\$ 30,684</u>	<u>\$ 61,152</u>	<u>\$ 30,468</u>
16	Total increased costs are allocated on the ratio of bills rendered in each system, per Schedule No. 13,			
17	as follows:			
18		Number		Allocated
19		of Bills	Ratio	Cost
20	Aloha Gardens Water	37,494	14.34%	\$ 4,369
21	Aloha Gardens Sewer	34,074	13.03%	3,970
22	Seven Springs Water	96,313	36.84%	11,224
23	Seven Springs Sewer	93,576	35.79%	10,905
24	Total	<u>261,457</u>	<u>100.00%</u>	<u>\$ 30,468</u>

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

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

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

Line No.		Number of Bills	Gallons Sold (000)	Existing Rates (1)	Annualized Revenue
1	Residential - all meter sizes				
2	Base facility charges	33,598		\$ 11.03	\$ 370,586
3	Gallonge charges (max of 10M)		105,642	4.45	470,107
4					<u>840,693</u>
5	General Service				
6	<u>5/8" x 3/4"</u>				
7	Base facility charges	273		11.03	3,011
8	Gallonge charges		697	5.35	3,729
9					<u>6,740</u>
10	<u>1"</u>				
11	Base facility charges	63		27.58	1,738
12	Gallonge charges		1,413	5.35	7,560
13					<u>9,298</u>
14	<u>1 1/2"</u>				
15	Base facility charges	32		55.14	1,764
16	Gallonge charges		1,477	5.35	7,902
17					<u>9,666</u>
18	<u>2"</u>				
19	Base facility charges	36		88.24	3,177
20	Gallonge charges		1,515	5.35	8,105
21					<u>11,282</u>
22	<u>3"</u>				
23	Base facility charges	36		176.48	6,353
24	Gallonge charges		8,457	5.35	45,245
25					<u>51,598</u>
26	<u>6"</u>				
27	Base facility charges	12		551.50	6,618
28	Gallonge charges		512	5.35	2,739
29					<u>9,357</u>
30	<u>8"</u>				
31	Base facility charges	24		882.39	21,177
32	Gallonge charges		6,795	5.35	36,353
33					<u>57,530</u>
34	Total	<u>34,074</u>	<u>126,508</u>		<u>\$ 996,164</u>

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

Line No.		Number of Bills	Gallons Sold (000)	Existing Rates (1)	Annualized Revenue
1	<u>Residential - 5/8" x 3/4"</u>				
2	Base facility charges	94,402		\$ 7.12	\$ 672,142
3	Excess gallonage charges		477,018	1.27	605,813
4					<u>1,277,955</u>
5	<u>General Service</u>				
6	<u>5/8" x 3/4"</u>				
7	Minimum charges (3M)	1,097		7.12	7,811
8	Excess gallonage charges		8,774	1.27	11,143
9					<u>18,954</u>
10	<u>1"</u>				
11	Minimum charges (8M)	386		18.94	7,311
12	Excess gallonage charges		6,106	1.27	7,755
13					<u>15,066</u>
14	<u>1 1/2"</u>				
15	Minimum charges (15M)	144		35.52	5,115
16	Excess gallonage charges		1,957	1.27	2,485
17					<u>7,600</u>
18	<u>2"</u>				
19	Minimum charges (24M)	244		57.24	13,967
20	Excess gallonage charges		16,104	1.27	20,452
21					<u>34,419</u>
22	<u>3"</u>				
23	Minimum charges (48M)	8		113.73	910
24	Excess gallonage charges		296	1.27	376
25					<u>1,286</u>
26	<u>6"</u>				
27	Minimum charges (150M)	32		275.27	8,809
28	Excess gallonage charges		1,745	1.27	2,216
29					<u>11,025</u>
30	Total	<u>96,313</u>	<u>512,000</u>		<u>\$ 1,366,305</u>

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

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

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

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

Copy of Original Joint Agreement and
Change Order No. 1

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Petitioner,

vs.

GILMAN HACKEL, AS TRUSTEE, et al.
Defendants.

CASE NO: 95-5646 CA

DIVISION: E

PARCEL(S): 108 and 109

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Petitioner,

vs.

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

CASE NO: 95-3871-CA

DIVISION: G

PARCEL(S): 106/803/701

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Petitioner,

vs.

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

CASE NO: 95-4200

DIVISION: G

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Petitioner,

vs.

ALOHA UTILITIES, INC., A Florida
Corporation, et al.
Defendants.

CASE NO: 95-4884

DIVISION: G

PARCEL(S): 115 and 116

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Petitioner,

CASE NO: 95-5808

vs.

DIVISION: H

JAMES W. MITCHELL, ET AL.
Defendants.

PARCELS: 100/110/111/113

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Petitioner,

CASE NO: 95-5931 CA

vs.

DIVISION: G

GUY N. PERENICH and ROBERT J.
CARROLL, as Trustees of the Perenich
and Carroll, P.A. Profit Sharing Plan
and Trust and Defined Contribution
Plan and Trust, et al.
Defendants.

PARCEL: 107

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

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

ORDERED AND ADJUDGED as follows:

1. As a result of the DEPARTMENT'S widening and relocation of State Road 54, ALOHA, will have to relocate and replace its utility lines.
2. ALOHA has been named as a Defendant in the above referenced lawsuits by virtue of the location of its utility lines and various property interests.

3. Severing ALOHA'S interests in the above referenced lawsuits and consolidating ALOHA'S interests into one lawsuit will avoid unnecessary costs and promote judicial economy.

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

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

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

7. In addition to the obligations created by the Utility Relocation Agreement and the Joint Project Agreement, the DEPARTMENT agrees to pay ALOHA the sum of sixty-three thousand and 00/100 dollars (\$63,000.00) for all property interests taken, costs to cure and all other damages whatsoever.

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

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

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

which vested in the Petitioner pursuant to the Order of Taking and deposit of money heretofore made, is hereby approved, confirmed and ratified.

11. That the Court retains jurisdiction in this cause to enforce the rights of the parties and pending a determination as to fees and costs to be paid on behalf of the Defendant.

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

ORIGINAL SIGNED

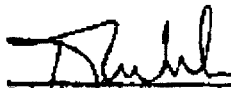
W. Lowell Bray, Jr.
Circuit Judge

MAR 04 1996


W. LOWELL BRAY, JR.
CIRCUIT JUDGE

JOINT MOTION

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



Richard R. Vickers, Esquire
Florida Bar No. 293210
Department of Transportation
11201 N. McKinley Drive
Tampa, Florida 33612
(813) 975-6044
Attorney for Petitioner
Dated: 2/13/96



Fred S. Werdine, Esquire
Florida Bar No. 614483
Sachs & Werdine, P.A.
601 Bayshore Blvd., Suite 840
Tampa, Florida 33606
(813) 253-3755
Attorneys for Defendant,
Aloha Utilities, Inc.
Dated: 2/13/96

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

END

FLORIDA

LAWTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

11201 N. McKinley Drive, M/S 7-820
Tampa, Florida 33612
(813) 975-6040
March 1, 1996

W. G. WATTS
SECRETARY

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

SECTION: 14570-3515
JPA NO.: 14570-6516
WPI NO: 7115970
SR: 54
COUNTY: PASCO
DESCRIPTION: ROWAN TO MITCHELL

Dear Mr. Gavalas,

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

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

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

Respectfully,

Steven J. Tidwell
District Utility Engineer

By: Stephanie S. Dreher
Assistant Utility Engineer

form#23

Enclosure

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PRECONSTRUCTION & DESIGN
UTILITY WORK ORDER CHANGE NO. 01a-Non-Reimbursable

WPI	PROJECT NUMBER	S.R.	COUNTY	PAR. & R/W #	FAP #
7115970	14570-3515/6516	54	PASCO	1 N/A	N/A
UTILITY AGENCY					
ALOHA UTILITIES					
A.	<p>1. The agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:</p> <p style="margin-left: 20px;"><u>Highway Contractor</u> will adjust and/or relocate their facilities to nonconflicting locations. For details, see the attached Relocation Schedule</p> <p>2. The item(s) of work covered by this Work Order Change is referenced to an Agreement <u>2/28/96</u> of record dated and no Supplemental Agreement is required.</p>				
B.	<p>1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:</p> <p style="margin-left: 20px;">a. <u> </u> ATTACHED b. <u> X </u> INCLUDED IN THE HIGHWAY CONTRACT PLANS</p> <p>2. Reimbursement for the cost of this Utility Work is to be in accord with the provisions set forth in Administrative Rule Chapter 14-46 as:</p> <p style="margin-left: 20px;">a. <u> X </u> NONREIMBURSABLE - Section.01(4)(a) b. <u> </u> REIMBURSABLE - Section.01(4)(b) (1) <u> X </u> Force Account Method (2) <u> </u> Lump Sum Method (3) <u> </u> Third Party Contract Method</p>				
C.	ESTIMATED COST OF WORK DUE TO THIS CHANGE				
	ITEM NO.	ITEM	UNIT PRICE	WORK ELIMINATED(-) QUANTITY AMOUNT	ADDITIONAL WORK (+) QUANTITY AMOUNT
		Estimate of relocation work			578,666.08
		Mobilization (5%)			28,933.30
		Maintenance of Traffic (2%)			11,573.32
		Subtotal			619,172.71
		CEA (5%)			30,958.64
		Subtotal			650,131.34
		Contingency (10%)			65,013.13
		Construction Total			715,144.47
Sub-Totals				\$	\$ 715,144.47
Net Cost of Construction changes, this order				\$	\$ 715,144.47
Cost of Construction changes, previously ordered				\$	\$
Net Total Cost Construction changes to date				\$	715,144.47
Contract Amount				\$	715,144.47
Estimated Cost of Work Authorized to date				\$	715,144.47

Examined as to provisions and participating items of cost:

Recommended: 3/1/96
Stephanie S. Decker
District Utility Coordinator

Approved: 3/1/96
STC [Signature]
District Utility Engineer

Approved: _____

Vice President
Aloha Utilities, Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PRECONSTRUCTION & DESIGN
UTILITY WORK ORDER CHANGE NO. 01b-Reimbursable

WPI	PROJECT NUMBER	S.R.	COUNTY	PAR. & R/W #	FAP #
7115970	14570-3515/6516	54	PASCO	1 N/A	N/A
UTILITY AGENCY					
ALOHA UTILITIES					
A.	1. The agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as: <u>Highway Contractor</u> will adjust and/or relocate their facilities to nonconflicting locations. For details, see the attached Relocation Schedule 2. The item(s) of work covered by this Work Order Change is referenced to an Agreement <u>2/28/96</u> of record dated and no Supplemental Agreement is required.				
B.	1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as: a. <u> </u> ATTACHED b. <u> X </u> INCLUDED IN THE HIGHWAY CONTRACT PLANS 2. Reimbursement for the cost of this Utility Work is to be in accord with the provisions set forth in Administrative Rule Chapter 14-46 as: a. <u> </u> NONREIMBURSABLE - Section.01(4)(a) b. <u> X </u> REIMBURSABLE - Section.01(4)(b) (1) <u> X </u> Force Account Method (2) <u> </u> Lump Sum Method (3) <u> </u> Third Party Contract Method				
C.	ESTIMATED COST OF WORK DUE TO THIS CHANGE				
	ITEM NO.	ITEM	UNIT PRICE	WORK ELIMINATED(-) QUANTITY AMOUNT	ADDITIONAL WORK (+) QUANTITY AMOUNT
		Estimate of relocation work to be performed at Department expense			1,013,376.30
Sub-Totals				\$	\$ 1,013,376.30
Net Cost of Construction changes, this order				\$	\$ 1,013,376.30
Cost of Construction changes, previously ordered				\$	\$
Net Total Cost Construction changes to date				\$	1,013,376.30
Contract Amount				\$	1,013,376.30
Estimated Cost of Work Authorized to date				\$	1,013,376.30

Examined as to provisions and participating items of cost:

Recommended: 3/1/96

Approved: 3/1/96

Approved: _____

Stephanie S. Duher

STC [Signature]

District Utility Coordinator

District Utility Engineer

Vice President
Aloha Utilities, Inc.

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

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

THIS AGREEMENT, made and entered into this 28th day of February, 1996, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the FDOT, and Aloha Utilities, Inc., hereinafter referred to as UTILITY, an organization organized and existing under the laws of Florida, with its principal place of business in Holiday, County of Pasco, State of Florida.

WITNESSETH:

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

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

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

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

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

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

1. The FDOT and the UTILITY shall participate in a JPA, the scope of which will cover only the UTILITY facility within the limits of the project as included in the plans and estimate of the FDOT contract, more specifically described as water and sewer main installation. The estimated cost of said project is \$1,728,521.28 including allowances; and the method of payment is specified in Exhibit "A" attached hereto and made a part hereof. The itemized project cost is attached as composite Exhibit "B" and identifies the Utility cost of \$715,144.47 and FDOT expense \$1,013,376.84.

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

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

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

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

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

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

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

8. The UTILITY agrees that it will, at least seven (7) days prior to the FDOT'S advertising the construction project for bid, furnish the FDOT an advance payment, including allowances, in the amount of \$715,144.47 for payment of said Utility Work. In the event that the actual bid amount plus allowances is greater than the amount previously provided, the UTILITY agrees that, within fourteen (14) calendar days of notification by the FDOT, it shall make an additional payment so that the total amount provided prior to award of the bid equals the bid amount plus allowances. If the accepted bid amount plus allowances is less than the deposit amount, the DEPARTMENT will refund the amount that the deposit exceeds the bid amount plus allowances if such refund is requested by the UTILITY. Both parties further agree that in the event final billing pursuant to the terms of this agreement is less than the advance payment, a refund of the excess will be made by the FDOT to the UTILITY and that in the event said final billing is greater than the advance payment, the UTILITY will pay the additional amount within forty (40) days from the date of the invoice.

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

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

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

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

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

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

INITIAL
JW/et

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

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

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

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

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

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

UTILITY: Aloha Utilities, Inc.

BY: *[Signature]*

(Title: Vice-President)

(SEAL)

ATTEST(s): *[Signature]*

(Title: Executive Assistant)

FDOT Approved as to Form, Legality and Execution

BY: *[Signature]*
Attorney

BY: *[Signature]*
District Utility Engineer

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *[Signature]* 2/27/96

(Title: Director of Production)

(SEAL)

ATTEST(s): *[Signature]*

(Title: _____)

EXHIBIT "A"
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 29th day February, 1996, by and between the State of Florida, Department of Transportation, hereinafter referred to as "DOT" and the State of Florida, Department of Insurance, Division of Treasury, hereinafter referred to as "Treasurer" and **Aloha Utilities, Inc.**, hereinafter referred to as the "Participant".

WITNESSETH

WHEREAS, "DOT" is currently constructing the following project:

State Project No: 14570-3515/6516

F.A.P. No: _____

W.P.I. No: 7115970

County: Pasco

hereinafter referred to as the "Project".

RECEIVED
STATE TREASURER
FEB 26 2 41 PM '96
BUREAU OF COLLATERAL
SECURITIES
TALLAHASSEE, FLORIDA

WHEREAS, DOT and the Participant entered into a Joint Participation Agreement dated February 28, 1996, wherein DOT agreed to perform certain work on behalf of the Participant in conjunction with the Project.

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

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

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

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

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

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

A copy of this Agreement shall accompany the deposits.

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

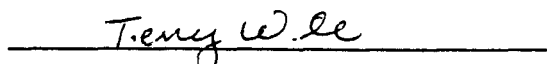
5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the project as defined in the JPA.

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

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



STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER



STATE OF FLORIDA
DEPARTMENT OF INSURANCE
DIVISION OF TREASURY



PARTICIPANT SIGNATURE

Stephen G. Watford
2514 Aloha Place

PARTICIPANT ADDRESS

Holiday, FL 34691

59-1299038

FEDERAL TAX I.D.

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

FORM 710-010-06
 UTILITIES
 07/95

WPI NO.	STATE PROJECT NO.	STATE RD.	COUNTY	DOC NO.	FAP NO.
7115970	14570-3516/6516	54	PASCO		N/A

UTILITY OWNER

ALOHA UTILITIES, INC.

1. TYPE OF WORK ESTIMATED: (Mark "X" in appropriate box(es).)

Engineering	Relocation/ Installation	Item(s)
()	()	Force Account
()	()	Lump Sum
(X)	()	Third party Contract
()	()	Broad Gauge
()	(X)	DOT Administered Contract
()	()	Other _____

2. ESTIMATE SUMMARY: (If more than one work order - complete "Total" Column.)

Items(s)	Job or Work Order No. (Reimbursable)	Job or Work Order No. (Non-Reimbursable)	Total
Preliminary Engineering R/W (Acquisition Only)	\$ 89,272.20		\$ 89,272.20
Construction Engineering	42,048.00		42,048.00
Construction Labor			
Materials & Supplies			
Materials Handling Charges			
Transportation & Equipment			
Contract Construction	954,186.90	715,144.47	1,669,331.37
Miscellaneous Expense			
General Overhead Costs (%)			
GROSS RELOCATION COSTS:	1,085,507.10	715,144.47	1,800,651.57
Credits (-)			
Salvage			
*Betterment	72,130.80		72,130.80
*Expired Service Life			
*Nonreimbursable			
TOTAL CREDITS:	(72,130.80)	()	(72,130.80)
TOTAL REIMBURSABLE COSTS:	\$1,013,376.30	\$ 715,144.47	\$1,728,521.77
*% To be Applied to Final Billing for Credits Due Project.	(%)	(%)	(%)

SUBMITTED FOR THE UTILITY OWNER BY:  DATE: 2/28/96

ENGINEER'S ESTIMATE OF PROBABLE COSTS

EXHIBIT "B"

0404-01-22

Project No. 14570-6516

W.P.I. No. 7115970

08-Feb-96

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

I. PAY ITEM NO.	II. TECH SPEC SECTION	III. DESCRIPTION S.R. 54 WATER AND WASTEWATER IMPROVEMENTS	IV. UNIT OF MEASURE	V. QUANTITY	VI. UNIT PRICE IN FIGURES	VII. TOTAL (PAY QUANTITY) Col VI.x Col VII.
WATER SYSTEM						
****	02080	WATER SERVICE CONNECTIONS	****	****	****	****
721-72		Water Service Connections	L.S.	1	10,000.00	10,000.00
****	02070	STEEL CASING	****	****	****	****
730-76-213		Steel Casings, Jack and Bore, 24-inch	L.F.	351	109.00	38,259.00
730-77-07		Furnish and Install Casing Spacers, 12-inch pipe	EA.	42	70.00	2,940.00
****	02006	SUBSURFACE UTILITY LOCATE	****	****	****	****
737-70-1		Utility locate - underground	EA.	14	250.00	3,500.00
737-70-2		Utility locate - under pavement	EA.	7	400.00	2,800.00
****	02030	PIPE REMOVAL, WATER MAIN	****	****	****	****
1600-600-19		24" RCP Casing pipe (Plug & Place Out of Service)	L.F.	160	35.00	5,600.00
1600-900-25		18-inch and Less	L.F.	13,528	9.30	125,810.40
****	02080	FITTINGS, WATER	****	****	****	****
1611-140		Ductile Iron Fittings, Cement Lined	TON	21.1	5,100.00	107,610.00
****	02080	PIPE, WATER	****	****	****	****
1612-130-709		2" PVC (Solvent Weld)((Service Casing)	L.F.	110	5.60	616.00
1613-140-720		10" Ductile Iron Pipe, CL 50, Push-on Joint	L.F.	427	30.00	12,810.00
1613-140-721		12" Ductile Iron Pipe, CL 50, Push-on Joint	L.F.	7,136	32.00	228,352.00
1617-140-718		8" Ductile Iron Pipe, CL 50, Restrained Joint	L.F.	165	40.00	6,600.00
1617-140-720		10" Ductile Iron Pipe, CL 50, Restrained Joint	L.F.	1,115	43.00	47,945.00
1617-140-721		12" Ductile Iron Pipe, CL 50, Restrained Joint	L.F.	5,454	45.00	245,430.00
1619-170-06		1" Polyethylene Tubing	L.F.	110	6.89	757.90
****	02080	VALVES, WATER	****	****	****	****
1642-156-16		6" Gate Valve, Resilient Seat, & Box	EA.	2	536.00	1,072.00
1642-156-18		8" Gate Valve, Resilient Seat, & Box	EA.	6	891.00	5,346.00
1642-156-20		10" Gate Valve, Resilient Seat, & Box	EA.	4	1,091.00	4,364.00
1642-156-21		12" Gate Valve, Resilient Seat, & Box	EA.	17	1,291.00	21,947.00

ENGINEER'S ESTIMATE OF PROBABLE COSTS

EXHIBIT "B"

0404-01-22

Project No. 14570-6516

W.P.I. No. 7115970

08-Feb-96

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

I. PAY ITEM NO.	II. TECH SPEC SECTION	III. DESCRIPTION S.R. 54 WATER AND WASTEWATER IMPROVEMENTS	IV. UNIT OF MEASURE	V. QUANTITY	VI. UNIT PRICE IN FIGURES	VII. TOTAL (PAY QUANTITY) Col VI.x Col VII.
1643-111-106		8" x 8" Tapping Valve and Sleeve & Box	EA.	6	2,000.00	12,000.00
1643-111-113		12" x 8" Tapping Valve and Sleeve & Box	EA.	1	2,300.00	2,300.00
****	02080	FIRE HYDRANT	****	****	****	****
1644-133- 91		Fire Hydrant, Traffic Type, 5 1/4"	EA.	7	1,400.00	9,800.00
****	02080	WATER METER / BFP RELOCATION	****	****	****	****
1645-800-		Meter Box, Relocate	EA.	2	350.00	700.00
1647- 1- 09		Air Release Assembly, (2"), Manual	EA.	6	1,000.00	6,000.00
1648-100- 9		2" Blowoff Assembly	EA.	9	250.00	2,250.00
1693-800-000		Service Connections	EA.	2	150.00	300.00
SUB TOTAL WATER SYSTEM :						\$905,109.30
WASTEWATER SYSTEM						
****	02081	SEWAGE SERVICE CONNECTIONS	****	****	****	****
721- 73		Sewage Service Connections	L.S.	1	9,000.00	9,000.00
****	02070	STEEL CASINGS	****	****	****	****
730- 76-113		Steel Casing, Furnish & Install, 24-inch	L.F.	58	109.00	6,322.00
730- 76-209		Steel Casing, Jack & Bore, 16-inch	L.F.	148	130.00	19,240.00
730- 76-213		Steel Casing, Jack & Bore, 24-inch	L.F.	190	119.00	22,610.00
730- 77- 05		Furnish and Install Casing Spacers, 8-inch pipe	EA.	12	65.00	780.00
730- 77- 07		Furnish and Install Casing Spacers, 12-inch pipe	EA.	17	70.00	1,190.00
****	02006	SUBSURFACE UTILITY LOCATE	****	****	****	****
737-70- 1		Utility locate - underground	EA.	8	250.00	2,000.00
****	02030	PIPE REMOVAL, WASTEWATER	****	****	****	****
1500-600- 19		24" RCP Casing Pipe (Plug & Place Out of Service)	L.F.	160	35.00	5,600.00
1500-900- 25		18-inch and Less	L.F.	11,452	6.44	73,750.88
****	02081	FITTINGS, SEWER	****	****	****	****
1511-120		Ductile Iron Fittings, Cement Lined	TON	6.6	5,000.00	33,000.00
****	02081	PIPE, FORCE MAIN	****	****	****	****
1513-120- 318		8" Ductile Iron Pipe, CL 52, Push-on Joint	L.F.	357	30.00	10,710.00

ENGINEER'S ESTIMATE OF PROBABLE COSTS

EXHIBIT "B"

0404-01-22

Project No. 14570-6516

W.P.I. No. 7115970

08-Feb-96

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

I. PAY ITEM NO.	II. TECH SPEC SECTION	III. DESCRIPTION S.R. 54 WATER AND WASTEWATER IMPROVEMENTS	IV. UNIT OF MEASURE	V. QUANTITY	VI. UNIT PRICE IN FIGURES	VII. TOTAL (PAY QUANTITY) Col VI.x Col VII.
1513-120- 321		12" Ductile Iron Pipe, CL52, Push-on Joint	L.F.	1,468	32.00	46,976.00
1513-160- 218		8" PVC, C900, DR18, Push-on Joint	L.F.	1,361	21.00	28,581.00
1513-160- 221		12" PVC, C900, DR18, Push-on Joint	L.F.	3,449	26.00	89,674.00
1518-120- 318		8" Ductile Iron Pipe, CL52, Restrained Joint	L.F.	1,025	40.00	41,000.00
1518-120- 321		12" Ductile Iron Pipe, CL52, Restrained Joint	L.F.	1,277	45.00	57,465.00
1518-160- 218		8" PVC, C900, DR18, Restrained Joint	L.F.	759	31.00	23,529.00
1518-160- 221		12" PVC, C900, DR18, Restrained Joint	L.F.	1,018	40.00	40,720.00
****	02081	VALVES, SANITARY	****	****	****	****
1542-116- 18		8" Gate Valve, Resilient Seat, & Box	EA.	6	891.00	5,346.00
1542-116- 21		12" Gate Valve, Resilient Seat, & Box	EA.	9	1,291.00	11,619.00
1543-111-106		8" x 8" Tapping Valve, Sleeve & Box	EA.	5	2,000.00	10,000.00
1543-111-115		12" x 12" Tapping Valve, Sleeve & Box	EA.	1	2,500.00	2,500.00
****	02081	AIR RELIEF VALVE ASSEMBLY	****	****	****	****
1544-110-		Air Relief Valve Assembly, (2"), Automatic	EA.	7	2,000.00	14,000.00
SUB TOTAL WASTEWATER SYSTEM :						\$555,612.88
SUB TOTAL WATER SYSTEM + WASTEWATER SYSTEM:						\$1,460,722.18
LESS REIMBURSABLE (SIDE STREET "A") :						(\$159,480.40)
LESS REIMBURSABLE (MITCHELL RANCH ROAD) :						(\$722,575.70)
SUBTOTAL ESTIMATED COST :						\$578,666.08
		MOBILIZATION (5%)				\$28,933.30
		MAINTENANCE OF TRAFFIC (2%)				\$11,573.32
SUBTOTAL :						\$619,172.71
		FDOT Construction Engineering & Admin. @ 5%				\$30,958.64
SUBTOTAL :						\$650,131.34
		CONTINGENCY @ 10%				\$65,013.13
CONSTRUCTION TOTAL :						\$715,144.47

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EXHIBIT "B"

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

0404-01-22

Project No. 14570-6516

W.P.I. No. 7115970

08-Feb-96

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

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

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

0404-01-22

Project No. 14570-6516

W.P.I. No. 7115970

08-Feb-96

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

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

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EXHIBIT "B"

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

0404-01-22

Project No. 14570-6516

W.P.I. No. 7115970

08-Feb-96

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

I. PAY ITEM NO.	II. SHEET NO.	III. DESCRIPTION S.R. 54 WATER AND WASTEWATER IMPROVEMENTS	IV. UNIT OF MEASURE	V. QUANTITY	VI. UNIT PRICE IN FIGURES	VII. TOTAL (PAY QUANTITY) Col VI.x Col VII.
730-76-213		Steel Casing, Jack & Bore, 24-inch	L.F.	190	119.00	22,610.00
730-77-07		Furnish and Install Casing Spacers, 12-inch pipe	EA.	29	70.00	2,030.00
****		SUBSURFACE UTILITY LOCATE	****	****	****	****
737-70-1		Utility locate - underground	EA.	5	250.00	1,250.00
****		PIPE REMOVAL, WASTEWATER	****	****	****	****
1500-900-25		18-inch and Less	L.F.	4,632	9.30	43,077.60
1600-600-19		24" RCP Casing pipe (Plug & Place Out of Service)	L.F.	160	35.00	5,600.00
****		FITTINGS, SEWER	****	****	****	****
1511-120		Ductile Iron Fittings, Cement Lined	TON	5.0	5,000.00	25,000.00
****		PIPE, FORCE MAIN	****	****	****	****
1513-120-321		12" Ductile Iron Pipe, CL 52, Push-on Joint	L.F.	791	32.00	25,312.00
1518-120-321		12" Ductile Iron Pipe, CL52, Restrained Joint	L.F.	314	45.00	14,130.00
1518-160-221		12" PVC, C900, DR18, Restrained Joint	L.F.	1,398	40.00	55,920.00
1513-160-221		12" PVC, C900, DR18, Push-on Joint	L.F.	2,596	26.00	67,496.00
****		VALVES, SANITARY	****	****	****	****
1542-116-18		8" Gate Valve, Resilient Seat, & Box	EA.	1	891.00	891.00
1542-116-21		12" Gate Valve, Resilient Seat, & Box	EA.	5	1,291.00	6,455.00
1543-111-115		12" x 12" Tapping Valve, Sleeve & Box	EA.	2	2,500.00	5,000.00
****		AIR RELIEF VALVE ASSEMBLY	****	****	****	****
1544-110-		Air Relief Valve Assembly, (2"), Automatic	EA.	3	2,000.00	6,000.00
SUBTOTAL WASTEWATER SYSTEM :						\$291,593.60
SUBTOTAL WATER SYSTEM + WASTEWATER SYSTEM :						\$785,507.70
LESS BETTERMENT :						(\$62,932.00)
TOTAL ESTIMATED REIMBURSABLE COST (MITCHELL RANCH ROAD) :						\$722,575.70

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EXHIBIT "B"

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

0404-01-22

Project No. 14570-6516

W.P.I. No. 7115970

08-Feb-96

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

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

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EXHIBIT "B"

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

0404-01-22

Project No. 14570-6516

W.P.I. No. 7115970

08-Feb-96

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

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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY RELOCATION AGREEMENT
 (AT DEPARTMENT'S EXPENSE)

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

THIS AGREEMENT, made and entered into this 28th day of February, 1996, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and **Aloha Utilities, Inc.**, with its principal place of business in the City of Holiday, County of Pasco, State of Florida, hereinafter referred to as **UTILITY OWNER**.

WITNESSETH:

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

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

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

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

INITIALS


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

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

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

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

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

- (b) The **UTILITY OWNER** will perform all of its Relocation Work entirely with **UTILITY OWNER**'s forces, and Appendix "A" of Assurances is not required.
- (c) The Relocation Work involved is agreed to by way of just compensation for the taking of the **UTILITY OWNER**'s facilities on right-of-way in which the **UTILITY OWNER** holds a compensable interest, and Appendix "A" of Assurances is not required.
- (d) The **UTILITY OWNER** will perform all such Relocation Work entirely by continuing contract, which contract to perform all future Relocation Work was executed with the **UTILITY OWNER**'s contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.
- (e) The **UTILITY OWNER** will perform all of such "Relocation Work" with the Department's Contractor, under the terms of the Joint Project Agreement Installation by Highway Contractor and Appendix "A" of Assurances is not required and provisions of this agreement inconsistent with Department performance of the relocation work do not apply.



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

7. Attached and made a part of this agreement are plans and specifications of the Relocation Work to be performed by the **UTILITY OWNER** pursuant to the terms of this agreement, and an estimate of the cost in the amount of \$1,013,376.80. All Relocation Work performed by the **UTILITY OWNER** pursuant hereto, shall be performed according to these plans and specifications as reviewed by the **DEPARTMENT**. All Relocation Work covering facilities to be relocated to a position within the **DEPARTMENT**'s right-of-way will be accommodated in accordance with the provisions of the **DEPARTMENT**'s current "Utility Accommodation Manual".

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

9. The method to be used in calculating the cost of relocation and/or adjustment shall be as and specified below:

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

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

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

- (a) _____% will be applied to the final billing of Relocation Work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (non-reimbursable segments).
- (b) All Relocation Work involving nonreimbursable segments will be performed by special utility work or job order number apart and separate from reimbursable Relocation Work; such work or job order number to be _____. The **UTILITY OWNER** further agrees to clearly identify such work areas in the **UTILITY OWNER**'s plans and estimates for the Relocation Work covered by this agreement.
- (c) \$72,130.80 will be credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accordance with Article 8.(c) herein above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

UTILITY: Aloha Utilities, Inc.

BY: *Steph J. Wager*
(Title: Vice-President)

DATE: 2/13/96
(SEAL)

ATTEST(s): *Connie Knist*
(Title: Executive Assistant)

Recommend Approval by the District Utility Office

BY: *JL T. L. II*

DATE: 2/16/96

FDOT Approved as to Form and Legality

BY: *Paul Standa*
District General Counsel

DATE: 2/23/96

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *Kenneth A. Hart*
(Title: District Director of Production)

DATE: 2/27/96

ATTEST(s): *Donna McDaniel*
(Title: Executive Secretary)

(SEAL)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____
(Title: _____)

DATE: _____

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

**Copy of Additional Contract with Change Order
and Engineering Expenses**



UTILITIES, INC.

2514 Aloha Place
Holiday, Florida 34691
(813) 937-4275

August 5, 1996

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

RE: SR54 Project - Change Orders

Dear Mr. Humbert:

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

Sincerely,

ALOHA UTILITIES, INC.

A handwritten signature in cursive script, reading "Stephen G. Watford, VP.", is written over the typed name and title.

Stephen G. Watford
Vice President

SGW/ck

encl.

letters/dot96/change

FLORIDA

LAWTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

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

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

SECTION: 14570-3515
J.P.A. NO: 14570-6516
WPI NO: 7115970
SR: 54
DESCRIPTION: ROWAN TO MITCHELL BYPASS

Dear Mr. Watford,

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

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

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

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

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

Respectfully,

Steven J. Tidwell
District Utility Engineer

By: Stephanie S. Dreher
Assistant Utility Engineer

FORM#32

xc: Project File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PRECONSTRUCTION & DESIGN
UTILITY WORK ORDER CHANGE NO. 02

WPI	PROJECT NUMBER	S.R.	COUNTY	PAR. & R/W #	FAP #
7115970	14570-3515/6516	54	PASCO	1	N/A

UTILITY AGENCY

ALOHA UTILITIES

A. 1. The agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:

This Original Joint Project Agreement installation by Highway Contractor(at Utility's expense) estimated for \$715,144.47. This Work Order Change No. 2 is to increase/decrease the amount to \$491,018.21. This includes 5% Mobilization, 2% Maintenance of Traffic, 5% CEA and 10% Contingency.

2. The item(s) of work covered by this Work Order Change is referenced to an Agreement 02-28-96 of record dated and no Supplemental Agreement is required.

B. 1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:

a. ATTACHED
b. X INCLUDED IN THE HIGHWAY CONTRACT PLANS

2. Reimbursement for the cost of this Utility Work is to be in accord with the provisions set forth in Administrative Rule Chapter 14-46 as:

a. X NONREIMBURSABLE - Section.01(4)(a)
b. REIMBURSABLE - Section.01(4)(b)
 (1) Force Account Method
 (2) Lump Sum Method
 (3) Third Party Contract Method

C. ESTIMATED COST OF WORK DUE TO THIS CHANGE

ITEM NO.	ITEM	UNIT PRICE	WORK ELIMINATED(-)		ADDITIONAL WORK (+)	
			QUANTITY	AMOUNT	QUANTITY	AMOUNT
	Original estimate relocation of water and sewer mains			715,144.47		
	Actual Bid Total charge relocation of water and sewer mains					399,039.58
	Mobilization 5%					19,951.98
	Maintenance of Traffic 2%					7,980.79
	Subtotal					426,972.35
	CEA 5%					21,348.62
	Contingency 10%					42,697.24

Grand Total	\$	715,144.47	\$491,018.21
Net Cost of Construction changes, this order	\$	224,126.26	\$ -0-
Cost of Construction changes, previously ordered	\$	-0-	\$ 715,144.47
Net Total Cost Construction changes to date		\$ 491,018.21	
Contract Amount		\$ 715,144.47	
Estimated Cost of Work Authorized to date		\$ 491,018.21	

Examined as to provisions and participating items of cost:

Recommended: _____

Approved: 8/11/96
ST. J. L. W.

Approved: [Signature]
8-2-96

District Utility Coordinator

District Utility Engineer

Aloha Utilities, Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PRECONSTRUCTION & DESIGN
UTILITY WORK ORDER CHANGE NO. 02 Reimbursable

WPI	PROJECT NUMBER	S.R.	COUNTY	PAR. & R/W #	FAP #		
7115970	14570-3515/6516	54	PASCO	N/A	N/A		
UTILITY AGENCY							
ALOHA UTILITIES							
A.	<p>1. The agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:</p> <p style="padding-left: 40px;">This Change Order to the file is to document the decrease in state funds needed based on the actual reimbursable bid amount.</p> <p>2. The item(s) of work covered by this Work Order Change is referenced to an Agreement <u>2-28-96</u> of record dated and no Supplemental Agreement is required.</p>						
B.	<p>1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:</p> <p>a. <u> </u> ATTACHED b. <u>X</u> INCLUDED IN THE HIGHWAY CONTRACT PLANS</p> <p>2. Reimbursement for the cost of this Utility Work is to be in accord with the provisions set forth in Administrative Rule Chapter 14-46 as:</p> <p>a. <u> </u> NONREIMBURSABLE - Section.01(4)(a) b. <u>X</u> REIMBURSABLE - Section.01(4)(b) (1) <u>X</u> Force Account Method (2) <u> </u> Lump Sum Method (3) <u> </u> Third Party Contract Method</p>						
C.	ESTIMATED COST OF WORK DUE TO THIS CHANGE						
	ITEM NO.	ITEM	UNIT PRICE	WORK ELIMINATED(-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
		Original estimate of water and sewer main relocation which is at Department's expense.		1,013,376.30			
		Actual bid amount (at Department's expense)					488,455.13
Sub-Totals				\$	1,013,376.30	\$	488,455.13
Net Cost of Construction changes, this order				\$	524,921.17	\$	-0-
Cost of Construction changes, previously ordered				\$	-0-	\$	1,013,376.30
Net Total Cost Construction changes to date				\$		\$	488,455.13
Contract Amount				\$	1,013,376.30	\$	
Estimated Cost of Work Authorized to date				\$	488,455.13	\$	

Examined as to provisions and participating items of cost:

Recommended: 7/25/96
Stephanie S. Decker
District Utility Coordinator

Approved: 7/31/96
JL [Signature]
District Utility Engineer

Approved: _____

Division Administrator
Federal Highway Administration

CONTRACT NO. 19433 CONTINUED

DATE 4/01/96

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUMMARY OF BIDS
OPENED AT TALLAHASSEE, FLA. MARCH 27, 1996

Handwritten signature/initials

CONTRACTORS BIDDING

FURCELL, P.E. CONSTRUCTION INC. CIVIL CONSTRUCTORS, INC. HESH GROUP LTD. THE JQA & S.A.R. CONSTRUCTORS, INC. WESTERN CONTRACTORS, LTD. J.M.S. CONSTRUCTION, INC.

Table with columns: ITEM NUMBER, ITEM DESCRIPTION, QUANTITY, UNIT, and multiple columns for contractor bids (FURCELL, CIVIL CONSTRUCTORS, HESH GROUP, THE JQA & S.A.R., WESTERN CONTRACTORS, J.M.S., CONSTRUCTION, INC.).

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

Handwritten signature
SUPERVISOR

CONTRACTORS BIDDING

PARCELL, R.E. CONSTRUCTION INC. PCL CIVIL CONSTRUCTORS, INC. WALSH GROUP LTD. THE J.B. DEAN & D.A.B. CONSTRUCTORS, INC.
WESTERN CONTRACTORS, LTD. FT. LAUDERDALE FLA. 19433

Table with columns: ITEM NUMBER, ITEM DESCRIPTION, QUANTITY, UNIT, and multiple columns for contractor bids (e.g., PARCELL, WALSH, WESTERN, etc.). Includes items like 'WIDENED CURB SECTION', 'STRUCTURE BID ITEMS', and 'STABILIZATION BID ITEMS'.

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

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	CONTRACTORS BIDDING															
				BRETTA INC.	FL AMOUNT	PCF CIVIL CONSTRUCTORS, INC.	FL AMOUNT	CONAL SPRINGS	FL AMOUNT	FT. LAUDERDALE	FL AMOUNT	INELLS	FL AMOUNT						
000 1 100	LOOP DETECTOR INDUCTIVE (FBI) (TYPE 3)	11,000	EACH	125.0000	1,375.00	125.0000	1,375.00	125.0000	1,375.00	125.0000	1,375.00	125.0000	1,375.00	125.0000	1,375.00	125.0000	1,375.00	125.0000	1,375.00
000 1 104	LOOP DETECTOR INDUCTIVE (FBI) (TYPE 4)	4,000	EACH	100.0000	400.00	150.0000	600.00	100.0000	400.00	100.0000	400.00	100.0000	400.00	100.0000	400.00	100.0000	400.00	100.0000	400.00
000 2 100	LOOP ASSEMBLY (FBI) (TYPE 8)	7,000	ASSEMBLY	521.0000	3,647.00	500.0000	3,500.00	521.0000	3,647.00	521.0000	3,647.00	521.0000	3,647.00	521.0000	3,647.00	521.0000	3,647.00	521.0000	3,647.00
000 2 102	LOOP ASSEMBLY (FBI) (TYPE 8)	0.000	ASSEMBLY	539.5000	0.00	500.0000	0.00	539.5000	0.00	539.5000	0.00	539.5000	0.00	539.5000	0.00	539.5000	0.00	539.5000	0.00
000 2 105	LOOP ASSEMBLY (TYPE 8)	0.000	ASSEMBLY	533.0000	0.00	550.0000	0.00	533.0000	0.00	533.0000	0.00	533.0000	0.00	533.0000	0.00	533.0000	0.00	533.0000	0.00
000 4 4	LOOP MATERIAL (EAD-IN CABLE) (FBI) (TYPE 14)	400.000	LIN. FT.	2.5000	1,000.00	30.0000	10,000.00	2.5000	1,000.00	2.5000	1,000.00	2.5000	1,000.00	2.5000	1,000.00	2.5000	1,000.00	2.5000	1,000.00
000 10 123	LOOP SPEED CLAS ASSEMBLY (TYPE 8) (PER LANE) (FBI)	2.000	ASSEMBLY	2,437.0000	4,874.00	2,500.0000	5,000.00	2,437.0000	4,874.00	2,437.0000	4,874.00	2,437.0000	4,874.00	2,437.0000	4,874.00	2,437.0000	4,874.00	2,437.0000	4,874.00
001 10 116	DETECTOR PESTER (FBI) (TYPE 8) (PER LANE) (FBI)	1.000	ASSEMBLY	4,723.7000	4,723.70	5,000.0000	5,000.00	4,723.7000	4,723.70	4,723.7000	4,723.70	4,723.7000	4,723.70	4,723.7000	4,723.70	4,723.7000	4,723.70	4,723.7000	4,723.70
005 13	DETECTOR PESTER (FBI) (TYPE 8) (VISION ONLY)	100.000	EACH	630.40	63,040.00	110.0000	11,000.00	100.0000	10,000.00	100.0000	10,000.00	100.0000	10,000.00	100.0000	10,000.00	100.0000	10,000.00	100.0000	10,000.00
006 12	DETECTOR CADDY (TYPE 8) (PER LANE) (FBI)	1.000	EACH	1,330.0000	1,330.00	1,000.0000	1,000.00	1,330.0000	1,330.00	1,330.0000	1,330.00	1,330.0000	1,330.00	1,330.0000	1,330.00	1,330.0000	1,330.00	1,330.0000	1,330.00
070 113 254	OPTIC. ASSEMBLY TO F810-4-CAM. (TYPE 1)	1.000	ASSEMBLY	11,159.1000	11,159.10	12,000.0000	12,000.00	11,159.1000	11,159.10	11,159.1000	11,159.10	11,159.1000	11,159.10	11,159.1000	11,159.10	11,159.1000	11,159.10	11,159.1000	11,159.10
000 100	SIGNAL HEAD TRAFFIC ASSEMBLY (TYPE 8) (TYPE 8)	0.000	EACH	20.0000	0.00	20.0000	0.00	20.0000	0.00	20.0000	0.00	20.0000	0.00	20.0000	0.00	20.0000	0.00	20.0000	0.00
000 100	OPTIC. ASSEMBLY (TYPE 8)	1.000	EACH	172.0000	172.00	200.0000	200.00	172.0000	172.00	172.0000	172.00	172.0000	172.00	172.0000	172.00	172.0000	172.00	172.0000	172.00
000 100	OPTIC. ASSEMBLY (TYPE 8)	1.000	EACH	201.0000	201.00	200.0000	200.00	201.0000	201.00	201.0000	201.00	201.0000	201.00	201.0000	201.00	201.0000	201.00	201.0000	201.00
000 100	SIGNAL EQUIPMENT MISCELLANEOUS (TYPE 8)	1.000	PER FOOTER	201.0000	201.00	200.0000	200.00	201.0000	201.00	201.0000	201.00	201.0000	201.00	201.0000	201.00	201.0000	201.00	201.0000	201.00
700 40 100	STAIN PANELS OF B (1) (TYPE 1)	2.000	EACH	407.0000	814.00	200.0000	400.00	407.0000	814.00	455.0000	910.00	400.0000	800.00	407.0000	814.00	400.0000	800.00	407.0000	814.00

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

CONTRACTORS BIDDING
MURCELL, R.E. CONSTRUCTION, INC. PCL CIVIL CONSTRUCTORS, INC. WELSH GROUP LTD. THE DDA & WESTON CONTRACTORS, LTD. D.A.B. CONSTRUCTORS, INC.

Table with columns: ITEM NUMBER, ITEM DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT, and contractor names (MURCELL, R.E. CONSTRUCTION, INC.; PCL CIVIL CONSTRUCTORS, INC.; WELSH GROUP LTD.; THE DDA & WESTON CONTRACTORS, LTD.; D.A.B. CONSTRUCTORS, INC.; ROADWAY COMPANY (INC.); NELSON, DAVID, CONSTRUCTION; CDM CONSTRUCTORS, INC.; OVERSTREET PAVING COMPANY).

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

CONTRACT NO. 10433 EXTENDED

DATE 4/01/96

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUMMARY OF BIDS
OPENED AT TALLAHASSEE, FLA. MARCH 27, 1996

7/1
SHEET 2 OF 2 (REVISED) 10

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	CONTRACTORS BIDDERS				19433													
				UNIT PRICE	FL AMOUNT	UNIT PRICE	FL AMOUNT	UNIT PRICE	FL AMOUNT	UNIT PRICE	FL AMOUNT										
1017 140 231	PIPE GUYWIRE 1/2" DIA. GALV. STEEL 1017132-1	9,494.000	LIN. FT.	25.4000	140,931.36	35.0000	190,690.00	33.0000	179,902.00	33.0000	179,902.00	1817140721	35.0000	190,690.00	27.0000	114,534.00	25.0000	120,169.00	41.2000	224,704.00	1817140721
1019 130 05	SERVICE 10191	110.000	LIN. FT.	1.5500	530.50	10.0000	1,100.00	12.0000	1,320.00	4.5700	500.50	1819130 06	8.0000	880.00	4.0000	440.00	15.9500	1,750.50	12.2000	1,342.00	1819130 06
1042 150 16	VALVE GATE 10421001	2.000	EACH	417.9500	835.90	590.0000	1,180.00	800.0000	1,000.00	800.0000	1042150 16	900.0000	1,800.00	950.0000	700.00	832.0000	1,265.00	870.0000	1,153.12	1,842.04	1042150 16
1042 150 18	VALVE GATE 10421001	6.000	EACH	567.9500	3,407.70	790.0000	4,740.00	675.0000	3,750.00	750.0000	1042150 18	750.0000	4,500.00	900.0000	3,000.00	675.0000	3,010.00	400.2200	2,961.32	1,842.04	1042150 18
1042 150 21	VALVE GATE 10421001	4.000	EACH	605.8700	2,423.48	1,000.0000	4,000.00	900.0000	3,600.00	1,010.0000	4,072.00	1042150 20	1,000.0000	4,000.00	700.0000	2,800.00	695.0000	3,420.00	1,100.2000	4,437.04	1042150 20
1043 111 106	VALVE GATE TAPPING SLEEVE 6 VALVE 1043111 106	17.000	EACH	1,045.0000	17,765.00	1,100.0000	18,700.00	1,000.0000	17,000.00	1,215.0000	20,655.00	1043111 06	1,250.0000	21,250.00	900.0000	19,500.00	1,020.0000	17,340.00	1,405.1100	24,866.87	1043111 06
1043 111 113	VALVE GATE TAPPING SLEEVE 6 VALVE 1043111 113	1.000	EACH	1,724.5100	1,724.51	2,100.0000	2,100.00	2,000.0000	2,000.00	4,355.0000	4,375.00	1043111 06	2,000.0000	2,000.00	1,700.0000	2,375.0000	1,175.0000	1,715.1300	2,375.00	2,375.00	1043111 06
1044 123 04	PIPE WIREMAN (STANDARD) 1044123 04	7.000	EACH	2,269.3300	15,885.31	1,500.0000	10,500.00	1,500.0000	10,500.00	2,730.0000	19,230.00	1044123 04	1,750.0000	12,250.00	2,500.0000	2,500.00	2,675.0000	2,675.00	1,970.1700	1,970.17	1044123 04
1045 000	NETER GATE 10451	2.000	EACH	294.8200	589.64	250.0000	500.00	200.0000	400.00	40.0000	80.00	1045000	200.0000	400.00	240.0000	480.00	632.0000	1,264.00	270.0000	471.20	1045000
1047 1 00	AND RELEASE ASSEMBLY 10471	4.000	EACH	1,952.3300	7,809.32	1,000.0000	4,000.00	70.0000	280.00	900.0000	2,400.00	1047 1 00	3,500.0000	14,000.00	4,200.0000	16,800.00	643.0000	2,572.00	790.6700	3,062.52	1047 1 00
1048 100 9	WIRE FOR FERTILISER 10481	9.000	EACH	132.7000	1,194.30	500.0000	4,500.00	3,300.0000	31,500.00	240.0000	2,160.00	1048100 9	500.0000	4,500.00	450.0000	4,050.00	405.0000	3,645.00	375.3200	4,740.00	1048100 9
1049 000 000	SERVICE CONNECTIONS 10491	2.000	EACH	129.3000	258.60	2,000.0000	4,000.00	1,000.0000	3,000.00	1,911.0000	3,822.00	1049000000	750.0000	1,500.00	175.0000	350.00	167.0000	334.00	555.0000	1,111.10	1049000000
1049 352 22	PIPE POLYETHYLENE 1049352 22	1,000.000	LIN. FT.	13.0000	13,000.00	14.0000	14,000.00	6.0000	78.0000	45.0000	585.0000	1049352 22	10.0000	13,000.00	12.0000	156.0000	15.0000	195.0000	9,670.00	12,510.00	191,255.422
1049 352 22	PIPE POLYETHYLENE 1049352 22	5.000	EACH	100.2000	501.00	150.0000	750.00	60.0000	300.00	1,375.0000	6,875.00	1049352 22	250.0000	1,250.00	150.0000	750.00	152.0000	760.00	267.3200	1,336.00	1049352 22
TOTALS					11,959,067.22		11,470,510.00		11,969,095.50		17,997,100.24		12,111,725.75		12,206,300.00		10,324,219.75		12,900,900.33		

* not included in contract price of \$387,494.71

- 4,848.74
- 3,232.49
- 3,594.26
- 8,627.50
- 11,036.56
- 46,125.66
- 2,163.60
- 882.00
- 5,861.06
- 1,880.34
- 1,121.82
- 28,356.80
- 23,476.60
- 23,086.34
- 6,054.72
- 33,881.44
- 14,998.22
- 51,706.98
- 25,973.50
- 37,901.36
- 8,745.52
- 20,019.66
- 2,882.40
- 8,477.73
- 6,907.24
- 3,160.81
- 14,948.15
- 28,356.80
- 27,867.68
- 68,270.76
- 910.80
- 7,668.92
- 133,728.64
- 3,535.95
- 25,422.00
- 140,931.36
- 830.50
- 835.10
- 3,407.10
- 3,223.28
- 17,266.56
- 8,622.55
- 2,606.48
- 15,884.61
- 583.24
- 6,609.52
- 1,554.50
- 258.76
- 53,694.00
- 801.50
- 952,781.11

↳ utility work

399,039.58
 002 488,455.13
 002 887,494.11

TOTAL NET 887,494.71 +
 002 952,781.11 -
 NET 65,286.40 *
 DIFF

53,694.00 +
 801.30 +
 8,627.50 +
 2,163.60 +
 004 65,286.40 *

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

CERTIFIED TO BE A TRUE COPY AND APPROVED BY _____ CONTRACTS MANAGER

LOW BIDDERS PROPOSAL SUBMITTAL WAS CHECKED AND APPROVED

DATE _____

Manager, Contracts Administration Office

050



UTILITIES, INC.

2514 Aloha Place
Holladay, Florida 34691
(813) 937-4275

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

VIA FAX

Dear Mr. Boyd:

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

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

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

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

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
Vice President

SGW/ck

Letter 06/04/96 for 12-12 JPA

FLORIDA

LAWTON CIBLES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

1101 N. MICHIGAN AVENUE • TAMPA, FL 33610-6013 • (813) 975-6000 • 1-800-336-7134
DISTRICT UTILITIES MR 7609

RON G. WATTS
SECRETARY

April 10, 1997

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

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

Post-It Fax Note	7671	Date	4/9/97
To: Dale Brunsberger		From	Greg Ryan
Company		Co.	FDOT Utilities
Phone #	902-0804	Phone #	975-6153
Fax #	902-0809	Fax #	975-6150

Dear Mr. Gavalas:

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

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

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

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

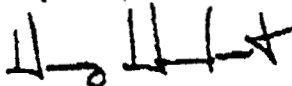
Also, please provide a copy of the certified check to this office for our files.

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

Mr. Pete Gavalas
April 10, 1997
Page Two

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

Respectfully,



Henry E. Humbert
Assistant Utility Engineer

HEH/JR
FORM#31

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

1. The FDOT and the UTILITY shall participate in a JPA, the scope of which will cover only the UTILITY facility within the limits of the project as included in the plans and estimate of the FDOT contract, more specifically described as the installation of water and sewer facilities. The estimated cost of said project is \$ 63,833.20 including allowances; and the method of payment is specified in Exhibit "A" attached hereto and made a part hereof.

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

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

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

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

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

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

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

8. The UTILITY agrees that it will, at least seven (7) days prior to the FDOT'S advertising the construction project for bid, furnish the FDOT an advance payment, including allowances, in the amount of \$ 63,833.20 for payment of said Utility Work. In the event that the actual bid amount plus allowances is greater than the amount previously provided, the UTILITY agrees that, within fourteen (14) calendar days of notification by the FDOT, it shall make an additional payment so that the total amount provided prior to award of the bid equals the bid amount plus allowances. If the accepted bid amount plus allowances is less than the deposit amount, the DEPARTMENT will refund the amount that the deposit exceeds the bid amount plus allowances if such refund is requested by the UTILITY. Both parties further agree that in the event final billing pursuant to the terms of this agreement is less than the advance payment, a refund of the excess will be made by the FDOT to the UTILITY and that in the event said final billing is greater than the advance payment, the UTILITY will pay the additional amount within forty (40) days from the date of the invoice.

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

Directly to the FDOT for deposit into the State Transportation Trust Fund. (under \$100,000.00)

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

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

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

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

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

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

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

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

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

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

UTILITY: Aloha Utilities

BY: _____
Stephen G. Watford
(Title: Vice President)

(SEAL)

ATTEST(s): _____
(Title: _____)

FDOT Approved as to Form, Legality and Execution

BY: _____ BY: _____
Attorney District Utility Engineer

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(Title: Director of Production)

(SEAL)

ATTEST(s): _____
(Title: _____)

ENGINEER'S ESTIMATE OF PROBABLE COSTS

0404-01-E28

Project No. 14570-6518

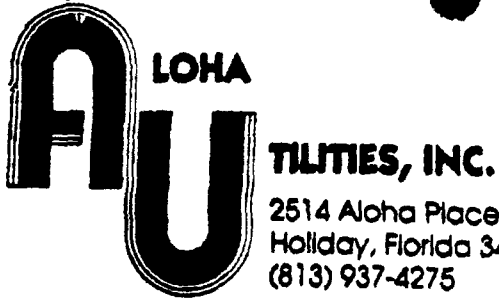
W.P.I. No. 7115968

06-Nov-96

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

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

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2514 Aloha Place
Holiday, Florida 34691
(813) 937-4275

March 28, 1996

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

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

Dear Mr. Tidwell:

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

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

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

Sincerely,

ALOHA UTILITIES, INC.

A handwritten signature in cursive script that reads "Stephen G. Watford".

Stephen G. Watford
Vice President

SGW/ck

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

letterhead from



GENESIS GROUP, INC.

February 6, 1996

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

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

GGI File No. 0404-01-26

Dear Steve:

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

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

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

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

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

Sincerely,

GENESIS GROUP, INC. SE
LC-0000289 - AA 0002348 - EP-002220

Dale D. Ernsberger, P.E.
Vice President

DDE/4g

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

TAMPA

SARASOTA

TALLAHASSEE

JACKSONVILLE

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

D518

MAY 06 1997

Docket No. 970536-

APPLICATION FOR LIMITED PROCEEDING INCREASE IN WATER AND WASTEWATER RATES

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

ROSE, SUNDSTROM & BENTLEY, LLP ATTORNEYS AT LAW P.O. BOX 1567 PH. 877-6555 TALLAHASSEE, FL 32301-1567

17027

May 6 19 97

63-568/831 89

PAY TO THE ORDER OF Florida Public Service Commission \$ *4,500.00*

Four Thousand Five Hundred and 00/100----- DOLLARS



020-089 315 South Calhoun Street Tallahassee, Florida 32301

Handwritten signatures of Michael Andrew and Donald Bree

FOR _____

0017027

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

D518

MAY 06 1997

Docket No. 970536-

APPLICATION FOR LIMITED PROCEEDING
 INCREASE IN WATER AND WASTEWATER RATES

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

I.

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