

LAW OFFICES
ROSE, SUNDSTROM & BENTLEY, LLP

ORIGINAL

2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

(850) 877-6555

CHRIS H. BENTLEY, P.A.
F. MARSHALL DETERDING
CAROL L. DUTRA
MARTIN S. FRIEDMAN, P.A.
JOHN R. JENKINS, P.A.
STEVEN T. MINDLIN, P.A.
DAREN L. SHIPPY
WILLIAM E. SUNDSTROM, P.A.
DIANE D. TREMOR, P.A.
JOHN L. WHARTON

MAILING ADDRESS
POST OFFICE BOX 1567
TALLAHASSEE, FLORIDA 32302-1567

TELECOPIER (850) 656-4029

November 12, 1998

ROBERT M. C. ROSE
OF COUNSEL

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: PSC Docket No. 980245-WS
Aloha Utilities, Inc.;
Application For Limited Proceeding
Our File No. 26038.25

RECEIVED-FPSC
98 NOV 12 PM 2:59
RECORDS AND
REPORTING

Dear Ms. Bayo:

Enclosed please find the original and 5 copies of Aloha Utilities, Inc.'s response to the Staff's First Data Request in the above-referenced Docket. Should you have any questions regarding the enclosed, please feel free to call.

RECEIVED & FILED
grr
FPSC-BUREAU OF RECORDS

Sincerely,
John R. Jenkins
John R. Jenkins
For the Firm

- ACK _____
- AFA _____
- APP _____
- CAF _____ JRJ/sn
- CMU _____ Enclosure
- CTR _____
- EAG _____ cc: Mr. Steve Watford
- LEG 1 _____ Bobbie Reyes, Esquire
- LIN _____
- OPC _____
- RCH _____
- SEC ↓ _____
- VAS _____
- OTH _____

DOCUMENT NUMBER-DATE

12689 NOV 12 98

FPSC-RECORDS/REPORTING

LAW OFFICES
ROSE, SUNDSTROM & BENTLEY, LLP

2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

(850) 877-6555

CHRIS H. BENTLEY, P.A.
F. MARSHALL DETERDING
CAROL L. DUTRA
MARTIN S. FRIEDMAN, P.A.
JOHN R. JENKINS, P.A.
STEVEN T. MENDLIN, P.A.
DAREN L. SHEPPY
WILLIAM E. SUNDSTROM, P.A.
DIANE D. TREMOR, P.A.
JOHN L. WHARTON

November 12, 1998

VIA HAND DELIVERY

MAILING ADDRESS
POST OFFICE BOX 1567
TALLAHASSEE, FLORIDA 32302-1567

TELECOPIER (850) 656-4029

ROBERT M. C. ROSE
OF COUNSEL

Bobbie Reyes, Esquire
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0873

Re: Aloha Utilities, Inc.
PSC Docket No. 980245-WS;
Application for Limited Proceeding Increase in Water and
Wastewater Rates by Aloha Utilities, Inc. in Pasco County
Our File No. 26038.25

Dear Ms. Reyes:

This letter is provided in response to your September 28, 1998 Staff's First Data Request. Each request in the September 28 letter is restated, followed by the response on behalf of Aloha Utilities, Inc.:

1) Please state whether pursuant to Section 337.403, Florida Statutes, the December 5, 1997 letter from Ms. Sylvia Young to Sylvia Young to Stephen G. Watford served as written notice requiring Aloha to relocate its water and wastewater lines along Little Road within 30 days from the receipt of that letter.

The December 5 letter states in part:

Pursuant to Section 337.403, Florida Statutes, please consider this letter as written notice requiring that your facilities be removed or relocated within thirty (30) days from receipt of this letter.

However, there were other such letters.

2) Please indicate whether Aloha has begun the relocation of its lines along Little Road.

Mr. Stephen Watford
November 12, 1998
Page 2

Pasco County Commission approved Resolution No. 98-270 awarding to Kimmins Contracting Corporation a contract for the removal and/or relocation of Aloha's lines along Little Road. A copy of that Resolution is attached hereto as Exhibit "A." Relocation of lines has begun.

3) Please list all communications, whether verbal, written or electronic, that Aloha has had with Pasco County regarding Aloha's line relocation along Little Road, since Aloha's December 19, 1997 response letter to Ms. Sylvia Young.

A list of written communications is attached as Exhibit "B." For purposes of this response, we have assumed that the Staff's reference to "Pasco County" includes the County Commission, County Attorney's Office, County Administrator's Office, and related County staff members.

To the best of the Company's knowledge, there were no electronic communications. Verbal communications between the Company, its representatives and the County since December 19, 1997, are many, varied and not easily referenced. It is the Company's opinion that substance of any verbal communications are contained in the written communications referenced in Exhibit "B."

Aloha filed a Petition for Writ of Certiorari in the Circuit Court, Civil Division, Pasco County, Case No. 98-3419CA/P, naming the Pasco County Board of County Commissioners as Respondent. All pleadings and correspondence filed by Aloha Utilities, Inc. in that case have been copied to the Pasco County Attorney's Office. All pleadings and correspondence filed by the County in that case have been copied to representatives of Aloha Utilities, Inc. This information is available through the Court file.

4) Please list all communications, whether verbal, written or electronic, that Aloha has had with Adam Smith regarding Aloha's line relocation along Little Road, since Aloha's December 19, 1997 response letter to Ms. Sylvia Young.

None.

5) Please list all communications, whether verbal, written or electronic, that Aloha has had with Kimmins Construction Co., Inc., or any other construction company regarding Aloha's line relocation along Little Road, since Aloha's December 19, 1997 response letter to Ms. Sylvia Young.

None.

Mr. Stephen Watford
November 12, 1998
Page 3

6) Please state whether Pasco County has retained a contractor to relocate Aloha's lines along Little Road.

Yes.

(a) If the answer is yes, please state the contractor's name.

Kimmins Construction Corporation.

(b) If the answer is yes, please state the total cost that Pasco County will incur for the relocation of Aloha's lines along Little Road.

\$382,943.

(c) If the answer is yes, please state how the County intends to collect the cost of relocating these lines from Aloha.

The County has requested payment, and has placed a lien on the Utility's property to secure payment.

7) The Executive Summary of Aloha's February 11, 1998 Special Report states: "In early 1997, Aloha Utilities, Inc. became aware of the Little Road widening project in Pasco County." If Aloha became aware of the Little Road widening project in early 1997, please state why Invoice #7691 dated October 18, 1996 is included in its Schedule of Engineering and Legal Expense on page 22 of Aloha's Special Report.

Aloha has been aware of the requirement placed on Trinity Communities to widen Little Road for a number of years. This requirement, along with the widening of other area roads, was a condition of the original DRI approval, and was therefore common knowledge. Significant activity by the Utility and its representatives with regard to the road widening began in early 1997. This was not intended to suggest that there was not some limited involvement prior to that date.

8) Please provide a copy of Aloha's response letter to Ms. Sylvia Young dated December 19, 1997.

Please identify the response letter to which you refer. It should be included in the correspondence provided in Exhibit "C."

9) Please provide copies of all correspondence between Pasco County, any related party of the County, or any consultant hired by the County and Aloha, any related party of Aloha, or any consultant

Mr. Stephen Watford
November 12, 1998
Page 4

hired by Aloha, regarding Aloha's line relocation along Little Road from December 20, 1997 to the present.

See attached Exhibit "C."

10) Please provide copies of all correspondence between Adam Smith and Aloha, any related party of Aloha, or any consultant hired by Aloha, regarding Aloha's line relocation along Little Road from December 20, 1997 to the present.

None.

11) Please provide copies of all correspondence between Kimmins Construction Co., Inc. or any other construction company and Aloha, any related party of Aloha, or any consultant hired by Aloha, regarding Aloha's line relocation along Little Road from December 20, 1997 to the present.

None.

12) Please provide an update of rate case expense to date for Docket No. 980245-WS, including all supporting documentation (i.e. invoices), and an estimate to complete the case through the March 16, 1999 Commission agenda Conference.

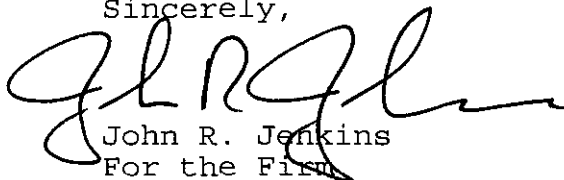
See Exhibit "D."

13) Please provide a copy of the agreement between Aloha and Genesis Group, Inc. and/or Civil Engineering Associates for engineering services that relates to Aloha's line relocation along Little Road.

The Utility has no written agreement with these engineering firms for this job.

Should you have any questions regarding these responses, please feel free to call.

Sincerely,



John R. Jenkins
For the Firm

JRJ:sn
Enclosure
cc: Mr. Stephen Watford
F. Marshall Deterding, Esquire

EXHIBIT "A"

R Bd. Rec. / (cb)

chg 115-002



34
2

BY THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 98270

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, ISSUING A FINAL ORDER CONSTITUTING A LIEN ON PROPERTY OF ALOHA UTILITIES, INC.

WHEREAS, Pursuant to Section 337.403, Florida Statutes, Pasco County has provided written notice to Aloha Utilities, Inc. (ALOHA), requesting that ALOHA'S facilities within the Little Road right-of-way for a project known as Little Road, Phase IIIB, be relocated pursuant to statutory requirement; and

WHEREAS, Pasco County has permitted ALOHA ample time, in excess of that required pursuant to Chapter 337, Florida Statutes, to remove or relocate its facilities; and

WHEREAS, ALOHA, to date, has failed to remove or relocate said facilities that are located within the referenced project limits; and

WHEREAS, Pasco County has publicly bid the relocation of the ALOHA'S facilities pursuant to Ordinance; and

WHEREAS, the apparent low bidder for the relocation of ALOHA'S facilities is Kimmins Contracting Corporation; and

WHEREAS, pursuant to Section 337.404, Florida Statutes, ALOHA has been given notice of such removal or relocation and an order requiring the payment of the cost thereof; and

WHEREAS, pursuant to Section 337.404, Florida Statutes, ALOHA has been provided reasonable time in which to appear before the Board of County Commissioners to contest the reasonableness of the order; and

WHEREAS, ALOHA has appeared before the Board of County Commissioners and has contested the reasonableness of the order; and

WHEREAS, The Board of County Commissioners has made the determination that Kimmins Contracting Corporation is the lowest responsible and responsive bidder and votes to award the contract to relocate ALOHA'S facilities to Kimmins Contracting Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session, duly assembled, that:

Section 1. The Board of County Commissioners order pursuant to Section 337.404, Florida Statutes requiring payment by Aloha Utilities, Inc. whose principal address is 1803 U. S. Highway 19, Holiday, Florida 34691 of all costs associated with the removal or relocation of

Recpt: 237355
DSE: 0.00
05/11/98
Reg: IT:
154.50
0.00
Dpty Clerk

JCU, P1111111111, PASCO COUNTY CLERK
05/11/98 10:39am 1 of 34
DR BK 3930 PG 1796

911

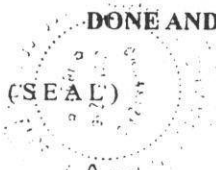
ALOHA'S facilities within the Little Road right-of-way for the project known as Little Road, Phase IIIB shall be final.

Section 2. The cost of removal or relocation is \$382,943.00, which amount is based upon the low bid received by and awarded to Kimmons Contracting Corporation in the amount of \$332,943.00, together with a 15% administrative and inspection charge in the amount of \$50,000.00, and which amount shall accrue interest at the highest rate allowed by law.

Section 3. The cost set forth in Section 2 above may change and this Final Order may be modified by resolution of the Board of County Commissioners of Pasco County, Florida. Such modification(s), with interest thereon at the highest rate allowed by law, shall be secured by this lien.

Section 4. This resolution shall be considered a Final Order of Pasco County and shall constitute a lien to secure to Pasco County the repayment of the \$382,943.00, with interest thereon, and the repayment of any modifications to the cost of removal or relocation, with interest thereon, on all the property, both real, personal and mixed of whatsoever nature or character, wherever situated, presently owned or after-acquired by Aloha Utilities, Inc., including but not limited to, the improvements pursuant to the contract with Kimmons Contracting Corporation referenced herein and the real property described in composite Exhibit "A", together with the personal property, intangibles and other collateral, fixtures or improvements now or hereafter affixed to, associated with or located on the real property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this lien, including, but not limited to, all machinery, apparatus, equipment, fittings, fixtures, goods, inventory, and personal property of every kind and nature whatsoever now or hereafter located in, upon or under the property, or intended to be used in connection with the operation of the property, including, without limitation, all wells, power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards and plumbing.

DONE AND RESOLVED this 5th day of May, 1998.



BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

BY: Donald Schmitt
JED PITTMAN, CLERK

BY: Sylvia Young
SYLVIA YOUNG, CHAIRMAN

STATE OF FLORIDA
COUNTY OF PASCO

APPROVED AS TO LEGAL FORM
OFFICE OF THE COUNTY ATTORNEY

APPROVED

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 13th day of May, 1998

B. M. Pitt
Attorney

MAY 05 1998

JED PITTMAN, CLERK TO THE BOARD

BY: Donald Schmitt

EXHIBIT B

Letter dated December 19, 1997 from John R. Jenkins, Esquire, Rose, Sundstrom & Bentley, LLP, to Bernard Telatovich, Assistant County Attorney, Pasco County.

Letter dated January 8, 1998 from Mr. Telatovich to Mr. Jenkins.

Second letter dated January 8, 1998 from Mr. Telatovich to Mr. Jenkins.

Letter dated February 13, 1998 from Mr. Jenkins to Bipin Parikh, P.E.

Letter dated February 26, 1998 from Mr Parikh to Steve Watford.

Letter dated April 7, 1998 from Sylvia Young, Chairman, Pasco County Commission, to Steve Watford.

Letter dated April 7, 1998 from Ms. Young to Mr. Jenkins.

Letter dated May 18, 1998 from Mr. Jenkins to Mr. Telatovich.

Letter dated June 1, 1998 from Barbara L. Wilhite, Chief Assistant County Attorney, Pasco County, to Mr. Jenkins.

Letter dated September 4, 1998 from Mr. Jenkins to Ms. Wilhite.

Letter dated September 8, 1998 from Ms. Wilhite to Mr. Jenkins.

Letter dated September 9, 1998 from Mr. Jenkins to Ms. Wilhite.

Letter dated September 11, 1998 from Ms. Wilhite to Mr. Jenkins.

Letter dated September 24, 1998 from Mr. Jenkins to Ms. Wilhite.

EXHIBIT "C"

LAW OFFICES
JOSE, SUNDSTROM & BENTLEY, LLP
2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301
(850) 877-6555

CHRIS H. BENTLEY, P.A.
F. MARSHALL DETERDING
BRIAN L. DOSTER
MARTIN S. FRIEDMAN, P.A.
JOHN R. JENKINS, P.A.
STEVEN T. MINDLIN, P.A.
ROBERT M. C. ROSE
DAREN L. SHIPPY
WILLIAM E. SUNDSTROM, P.A.
DIANE D. TREMOR, P.A.
JOHN L. WHARTON

MAILING ADDRESS
POST OFFICE BOX 1587
TALLAHASSEE, FLORIDA 32302-1587
TELECOPIER (850) 656-4029

December 19, 1997

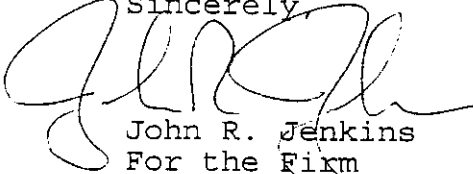
Bernard Telatovich, Esquire
Assistant County Attorney
West Pasco Government Center
Suite 340
7530 Little Road
New Port Richey, Florida 34654

Re: Aloha Utilities, Inc.;
Joint Project Agreement for Little Road Phase IIIB
Our File No. 26038.25

Dear Bernard:

I am in receipt of your letter dated December 10, and have enclosed a copy of a response to Chairman Young's December 5 letter.

I believe you are more aware than others of the efforts Aloha has made to cooperate with the County on this matter. There is no reason why this matter cannot be amicably resolved. It is foolish for the County to concern itself with paying for Aloha's line relocation when Aloha stands ready to pay for this relocation. If the County would prevail upon its agent, Adam Smith Enterprises, to treat Aloha as the County requires to be treated, much of this problem could be resolved.

Sincerely

John R. Jenkins
For the Firm

JRJ:sn

Enclosure

cc: Mr. Steve Watford



PASCO COUNTY, FLORIDA

Office of the County Attorney

Karla A. Stetter
County Attorney

Peter Wansboro
Bernard M. Telatovich
Teresa E. Parrino
Barbara L. Wilhite
Edward B. Cole

RECEIVED RECEIVED

JAN 12 1998

JAN 1

Rose, Sundstrom
& Bentley

Rose, Sundstrom
& Bentley

January 8, 1998

Mr. John R. Jenkins
Rose, Sundstrom and Bentley, LLP
2548 Blairstone Pine Drive
Tallahassee, FL 32301

RE: Utilities Relocation: County Road #1, Little Road,
Phase IIIB and Phase IIIC from SR 54 West to
Massachusetts Avenue

Dear Mr. Jenkins:

Pursuant to our discussion, please find attached a Right-of-way Use
Permit.

Should you have any questions, please feel free to contact me.

Sincerely,

Bernard M. Telatovich
Assistant County Attorney

BMT/ab

MAIL TO:
PASCO COUNTY DEVELOPMENT F EW
 WEST PASCO GOVT. CENTER S-230
 7530 LITTLE ROAD
 NEW PORT RICHEY, FL 34654
 (813) 847-8142
 (352) 521-5144

RIGHT-OF-WAY USE PERMIT# _____
PASCO COUNTY
 - USE PERMIT -

"Sunshine-One Call"
 (800) 432-4776
 - 48 hours prior to excavation -

GENERAL INSTRUCTIONS

No construction, under ground or above ground, of any facility, shall be accomplished on any County Rights of Way without written approval from the County. Any application for approval of construction operations on any County owned Rights of Way shall furnish a detailed drawing showing the complete scope of the proposed work in quadruplicate to the County for review and approval prior to the commencement of any work. A copy of this permit must be kept readily available at the site of the work at all times.

Sec No. _____ T _____ R _____ County Road _____ Date _____
 Permit For _____
 (Project Name)

LOCATION (Legal Description) _____

Permission is hereby granted to _____
 (Name of Permittee)
 of _____
 (Address of Permittee) for the construction and maintenance of

 (Description of Work)

subject to the following conditions:

1. The construction and maintenance of such utility shall not interfere with the property and rights of a prior occupant.
2. All work shall be done in keeping with the standards of Pasco County and at the satisfaction of Pasco County, who will be notified at least one day prior to commencement of construction.
3. All materials and equipment shall be subject to inspection by Pasco County.
4. During construction all safety regulations of the Florida Department of Transportation shall be observed; and Pasco County shall be relieved of all responsibility from damage of any nature arising from this permit. Subject to the same terms and conditions, the permit holder may take such safety measures, including placing and display of caution signs, as it may deem necessary in conduct of construction and maintenance work hereunder.
5. All private and all Pasco County property shall be restored to its original condition as far as practical, in the opinion of Pasco County.
6. All underground crossing installations shall be laid at such depth as may be specified by Pasco County, unless otherwise authorized. **Installation of utilities under County roads shall be by jacking and boring only.**
7. The sketch (four copies) covering the details of this installation shall be made a part of their permit. This permit is granted with the understanding that the applicant has notified all other utility users in the area covered by the permit and takes full responsibility for any damage incurred by prior installations as a result of his operations. He also takes full responsibility for notifying any and all utility or underground users of his proposed operations in order that they may safeguard their interests.
8. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or to vest any property right in said holder.
9. Whenever Pasco County decides to further exploit the County Rights of Way, any or all of said poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be immediately removed from said Rights of Way, or reset or relocated thereon as required by Pasco County at the expense of the holder of this permit.
10. The holder shall save and keep Pasco County harmless from any and all damages, claims, or injuries that may occur by reason of the construction, maintenance and operation of said facility.
11. The holder shall complete the requested work within 30/60/90/180 days or this permit shall become null and void. In the event the work requested is not completed upon the expiration date of this permit, Pasco County shall have the right to complete such work and to charge the holder of the permit for all costs incurred in completing said work.
12. The permittee shall post a cash or surety **performance guarantee** with the County Clerk. Based on a cost estimate prepared by the permittee's engineer and approved by the County. The amount of the guarantee is to be an amount equal to 125% of the cost to construct the permitted improvements. In the event a surety bond is posted, the said surety bond shall be made payable to Pasco County and shall obligate the surety to hold the County harmless in the event the holder of this permit should fail to meet any of its obligations, hereunder. The bond shall also indemnify Pasco County for all court costs and reasonable attorneys fees in the event legal action is required to collect on said bond.
13. The permittee shall post a cash or surety **maintenance guarantee** with the County Clerk based on a cost estimate prepared by the permittee's engineer and approved by the County. The amount of the guarantee is to be an amount equal to 15% of the cost to construct the permitted improvements. In the event a surety bond is posted it shall meet all the criteria stated in No. 12 above.
14. SPECIAL CONDITIONS _____

APPROVED BY

Utilities Services: _____
 Traffic Review: _____
 Project Management: _____
 Permits & Inspection: _____
 Public Works: _____
 Guarantee Estimate Review: _____
 Development Review Approved: _____

SUBMITTED BY: _____
 Signature

 Print Name and Title

 Mailing Address (Street, City, State)

 Telephone Number (Include Area Code)

Fee \$ _____
 Paid: _____ / _____ / _____



PASCO COUNTY, FLORIDA

Office of the County Attorney

Arla A. Stetter
County Attorney

Peter Wansboro
Bernard M. Telatovich
Teresa E. Parrino
Barbara L. Wilhite
Edward B. Cole

RECEIVED

JAN 11 1998

Rose, Sundstrom
& Bentley

January 8, 1998

Mr. John R. Jenkins
Rose, Sundstrom and Bentley, LLP
2548 Blairstone Pine Drive
Tallahassee, FL 32301

RE: Utilities Relocation: County Road #1, Little Road,
Phase IIIB and Phase IIIC from SR 54 West to
Massachusetts Avenue

Dear Mr. Jenkins:

I have received your December 19, 1997 letter to Sylvia Young,
Chairman of the Board of County Commissioners of Pasco County.

As stated in previous letters Aloha has been aware of the necessity
for relocating its utilities along Little Road. In fact, it is my
understanding that Aloha prepared plans and specs for relocation of
its facilities. And, that Aloha and its Engineer have worked with
the Engineer for Adam Smith to coordinate efforts.

Chairman Young's letter is simply yet one of several notices to
Aloha to relocate its facilities pursuant to Section 337.403,
Florida Statutes. It does not say the County will relocate Aloha's
facilities at any cost. The letter simply is a notice pursuant to
statutes for Aloha to relocate its utilities so Little Road
Expansion can commence without utility delays.

Your statements that contest reasonableness of the County's order
because "such an order should have identified the cost..." appears
to do one or both of the following

(1) Put the cart before the horse as such a requirement is
needed only if it is necessary for the authority to remove or
relocate any utility...[see Florida Statute 337.404] (Adequate
notices and information will be provided if the County is forced to
proceed pursuant to this referenced section), or

(2) That Aloha has no intention of living up to the written
notice provided by the County pursuant to Florida Statute 337.403,

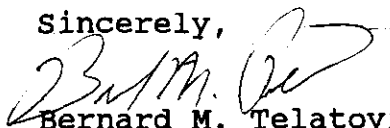
and regardless, if the County is forced to exercise its rights under 337.404, that Aloha will not relocate its facilities and will contest the cost.

In addition, much of your correspondence has referred to Adam Smith Enterprises, Inc. as an "agent" of Pasco County. For clarification Adam Smith Enterprises, Inc. is not an agent of Pasco County nor does there exist any agency relationship between Pasco County and Adam Smith Enterprises, Inc.

In conclusion, I hope that Aloha will live up to its duties under 337.403 and simply relocate its facilities. Adequate time has been provided for Aloha to either enter into a JPA (which has failed) or pursue its own bidding and award. If the facilities are not relocated according to the Statutory Duty placed on Aloha, it will then leave the County in no other position but to exercise its Statutory Rights [and procedures] pursuant to Florida Statutes.

I truly hope Aloha relocates its facilities and such measures are not necessary.

Sincerely,



Bernard M. Telatovich
Assistant County Attorney

BMT/ab

cc: The Honorable Sylvia Young
Chairman Board of County Commissioners

John Gallagher
County Administrator

William Munz
Chief Assistant County Administrator

Bipin Parikh, P. E.
Assistant County Administrator

LAW OFFICES
ROSE, SUNDBSTROM & BENTLEY, LLP

2548 BLAIRSTONE PINIS DRIVE
TALLAHASSEE, FLORIDA 32301

(850) 877-6555

CHRIS H. BENTLEY, P.A.
E. MARSHALL DETERDING
BRIAN L. DOSTER
MARTIN S. FRIEDMAN, P.A.
TANGELA M. HOPKINS
JOHN R. JENKINS, P.A.
STEVEN T. MINDLIN, P.A.
DAREN L. SHIPPY
WILLIAM E. SUNDBSTROM, P.A.
DIANE D. TREMOR, P.A.
JOHN L. WILARTON

MAILING ADDRESS
POST OFFICE BOX 1567
TALLAHASSEE, FLORIDA 32302-1567

TELECOPIER (850) 656-4029

February 13, 1998

ROBERT M. C. ROSE
OF COUNSEL

Bipin Parikh, P.E.
Assistant County Administrator
Pasco County, Florida
7530 Little Road, Suite S-320
New Port Richey, Florida 34654

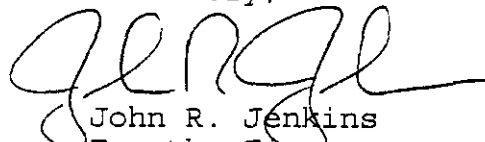
Re: Aloha Utilities, Inc.;
Little Road Line Relocation
Our File No. 26038.25

Dear Mr. Parikh:

Pursuant to our recent discussion, enclosed please find the Application for Limited Proceeding Increase in Water and Wastewater Rates filed with the Florida Public Service Commission on behalf of Aloha Utilities, Inc. Anything the County can do to impress upon the PSC the urgency of their consideration and approval of this matter would be appreciated.

Thank you for your attention to this matter.

Sincerely,


John R. Jenkins
For the Firm

JRJ:sn
enclosure

cc: Mr. Steve Watford (w/o enclosure)
Bernard Telatovich, Esquire (w/o enclosure)



PASCO COUNTY, FLORIDA

DEVELOPMENT SERVICES ADMIN.
WEST PASCO GOVERNMENT CENTER, S-320
7530 LITTLE ROAD
NEW PORT RICHEY, FL 34654
(813) 847-8132

CERTIFIED MAIL-Return Receipt Requested

February 26, 1998

Mr. Steven G. Watford
President Aloha Utilities
2514 Aloha Place
Holiday, FL 34691

RE: Aloha Utilities, Inc.
Little Road Line Relocation

Dear Mr. Watford:

The County, Aloha Utilities, Inc. and Adam Smith Enterprises have been extensively involved in attempts to have Aloha's utilities relocated and construction on Little Road in "full-swing". The County is aware of Aloha's position and has reviewed Aloha's Application for Limiting Proceeding Increase in Water and Wastewater Rates. In addition, we have had conversations with the Public Service Commission (PSC) concerning the time for review of the Application. From these discussions it appears that such a review by the PSC will not commence until August or September 1998, or later.

Unfortunately, this places the County in a bad position. The County cannot wait that long for PSC's action which may or may not occur. The County has provided Aloha with a statutory notice directing Aloha to remove or relocate its facilities pursuant to said statute. Because of the aforementioned, the County is left in the position of pursuing its rights according to the statute. Accordingly, the County will be placing the contract out to public bid. As per my conversation with the County Administrator who indicated that you approved of Pasco County using the relocation plans and specifications prepared by Aloha, public bidding will be done in accordance with our purchasing ordinances. Staff's recommendation will be taken to the Board of County Commissioners for its consideration.

Of course Pasco County will provide you with the required notice and opportunity to be heard pursuant to the requirements as outlined in

Mr. Steven G. Watford
February 26, 1998

Chapter 337, Florida Statutes. While this action continues, hopefully Aloha can resolve whatever issues of concern, and this project can commence and complete timely.

Should you have any questions or if you wish to discuss this matter further, please contact me at any time.

Sincerely,



Bipin Parikh, P.E.
Assistant County Administrator
for Development Services

BP/ca

cc: John J. Gallagher, County Administrator
William G. Munz, Chief Assistant County Administrator
Bernard M. Teletovich, Assistant County Attorney



BOARD OF COUNTY COMMISSIONERS

- 38053 Live Oak Avenue - Dade City, Florida 33523
(352) 521-4111 - FAX (352) 521-4105
- 7530 Little Road - New Port Richey, Florida 34654
(813) 847-8100 - FAX (813) 847-8969

Sylvia Young
Chairman
Ann Hildebrand
Vice-Chairman
Pat Mulieri, Ed. D.
Ed Collins
David "Hap" Clark

April 7, 1998

VIA CERTIFIED MAIL # P284 743 600

Mr. Steven G. Watford
President Aloha Utilities
2514 Aloha Place
Holiday, FL 34691

RE: Little Road: Aloha Utility Relocation
Phase IIIB & Phase IIIC

Dear Mr. Watford:

Statutory notices have been given to Aloha Utilities to have Aloha relocate its facilities pursuant to a statutory duty. However, Aloha has failed to relocate its facilities in the time stated in the statute and pursuant to Chapter 337, Florida Statutes it has become apparent that Pasco County must proceed to cause a change in location of the affected facility.

Pasco County has bid Aloha's relocations and received bids. The apparent low bidder is Kimmins Contracting Corp. who quoted the project at a cost of \$332,943.00, based upon unit prices for the estimated quantities. Additionally, costs associated with the relocation are estimated to be approximately \$50,000.00. Copies of all the bids submitted by the contractors are being submitted to you for your reference.

PURSUANT TO SECTION 337.404 PLEASE CONSIDER THIS LETTER AN ORDER REQUIRING THE PAYMENT OF ALL COSTS ASSOCIATED WITH THE RELOCATION OF ALOHA FACILITIES.

Mr. Steven G. Watford
April 7, 1998
Page 2

In addition, please consider this letter as notice by which you may appear before the Board of County Commissioners of Pasco County, concerning the reasonableness of this Order to Pay. Said notice is being provided pursuant to Section 337.404(1), Florida Statutes, and the Board has scheduled time during the Board meeting scheduled for 6:30 p.m. on May 5, 1998 at the West Pasco Government Center, 7530 Little Road, New Port Richey, Florida.

At the Board meeting you or a representative of Aloha will be permitted to address the Board concerning this issue and should you so desire "contest the reasonableness of the Order of Pasco County." The Board, based upon your representation, the recommendations of staff, all information provided, and its own reasonable judgment, may at that time award the bid and enter a Final Order pursuant to Section 337.404(2), Florida Statutes.

Should the utility owner or the owner's representative not appear, the determination of the costs to the owners shall be final. A final order shall constitute a lien on any property of the owner and may be enforced by filing an authenticated copy of the order in the office of the Clerk of the Circuit Court of the county wherein the owner's property is located.

Should you have any questions concerning this matter prior to May 5, 1998, please contact the County Engineer, Bipin Parikh at 813-847-8132, or Assistant County Attorney, Bernard Telatovich.

Sincerely,



Sylvia Young
Chairman

SY/BMT/ab
Enclosures

cc: The Honorable Ann Hildebrand, Vice-Chairman,
Board of County Commissioners (w/out enclosures)
The Honorable Pat Mulieri, Ed.D.,
Board of County Commissioners (w/out enclosures)
The Honorable Ed Collins,
Board of County Commissioners (w/out enclosures)
The Honorable David "Hap" Clark,
Board of County Commissioners (w/out enclosures)

Mr. Steven G. Watford
April 7, 1998
Page 3

John J. Gallagher
County Administrator (w/out enclosures)
Bernard M. Telatovich,
Assistant County Attorney (w/out enclosures)
Bipin Parikh, P.E.,
County Engineer (w/out enclosures)
Kimmins Contracting Corp. (w/out enclosures)

DATE: April 2, 1998

BID NO.: 98-075

ADDENDUM NO. 1

PURCHASING DEPARTMENT
8919 Government Drive
New Port Richey, FL 34654

INVITATION TO BID NO. 98-075

OPENING DATE: April 2, 1998, at 3:00 p.m.

TITLE: ALOHA UTILITIES - LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)

SCOTT P. STROMER
PURCHASING DIRECTOR

PROPOSAL FORM

FOR

**ALOHA UTILITIES
LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)**

**BID NUMBER
98-075**

FROM: Kimmins Contracting Corp.

**TO: BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA
c/o Scott P. Stromer
Purchasing Director
8919 Government Drive
New Port Richey, FL 34654**

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the PROPOSAL; as principal or principals, is or are named herein, and that no other person than herein mentioned has any interest in this PROPOSAL or in the CONTRACT to be entered into; that this PROPOSAL is made without connection with any other person, company, or parties making a BID or PROPOSAL; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he/she has examined the site of the WORK and informed himself/herself fully in regard to all conditions pertaining to the place where the WORK is to be done; that he/she has examined the PLANS and SPECIFICATIONS for the WORK and that he/she has satisfied himself/herself relative to the WORK to be performed.

The BIDDER proposes and agrees, if this PROPOSAL is accepted, to CONTRACT with Pasco County, Florida, in the form of a CONTRACT specified for the WORK described in the PLANS and SPECIFICATIONS, in full and complete accordance with the shown noted, described, and reasonable intended requirements of the PLANS and SPECIFICATIONS, to the full and entire satisfaction of Pasco County, Florida, for the prices stated in the following BID Schedule.

The BIDDER further proposes and agrees to commence WORK under this CONTRACT and to complete all WORK under said CONTRACT within 100 calendar days.

The BIDDER understands that any liquidated damages arising pursuant to SECTION 8, Paragraph 8.8, of the General Provisions for failure to complete the WORK within the time stipulated will be calculated at a rate of One Thousand and 00/100 Dollars (\$1,000.00) per calendar day.

The undersigned BIDDER further agrees that in case of failure on his part to execute the said CONTRACT and provide to the COUNTY a CERTIFICATE OF INSURANCE, copies of all insurance policies required herein, PERFORMANCE BOND AND PAYMENT BOND within fifteen (15) CALENDAR DAYS after written notice being given of intent to award the CONTRACT, the BID BOND accompanying this BID, and the monies payable thereon shall be paid into the funds of Pasco County.

PROPOSAL FORM (cont).

Florida, as liquidated damages for such failure, otherwise the BID BOND accompanying this PROPOSAL shall be returned to the undersigned.

Attached hereto is a certified check on the Bid Bond Bank of made payable to "PASCO COUNTY, FLORIDA"; or BID BOND for the sum of Five Percent of Amount Bid Dollars, made payable to "PASCO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA."

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. through Addendum No.:

Kimmins Contracting Corp. Name of Firm Authorized Signature John V. Simon, Jr., President Title STREET ADDRESS: 1501 2nd Avenue MAILING ADDRESS: 1501 2nd Avenue CITY, STATE, AND ZIP CODE: Tampa, Florida 33605 TELEPHONE NUMBER: (813) 248-3878

State of Florida County of Hillsborough

Personally appeared before me, the undersigned authority, John V. Simon, Jr., who after first being sworn by me, affixed his/her signature in the space provided above on this 2nd day of April, 1998.

Catherine R. Brines

My Commission Expires: 12/29/99



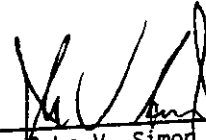
BID SCHEDULE; SUBMITTED BY

Kimmins Contracting Corp.

**ALOHA UTILITIES
LITTLE ROAD, PHASE III B
(S.R. 54 TO PLATHE ROAD)
C-9527.40
BID NUMBER
98-075**

FROM: Kimmins Contracting Corp.

SIGNATURE:


John V. Simon, Jr., President
April 2, 1998

TO: PASCO COUNTY PURCHASING DEPT.
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FL 34654

DATE:

WATER AND FORCE MAIN SYSTEM

ITEM NUMBER/DESCRIPTION		QUANTITY/ UNITS			UNIT PRICE	AMOUNT
101-1	Mobilization	1	/	LS	21,000.00	21,000.00
102-1	Maintenance of Traffic	1	/	LS	4,800.00	4,800.00
721-72	Water Service Connections (Group of 7)	1	/	LS	1,700.00	1,700.00
737-70-01	Locate Utility - Underground	20	/	EA	100.00	2,000.00
737-70-02	Locate Utility - Under Pavement	7	/	EA	200.00	1,400.00
1600-900-25	Remove Water Main (18" and Less)	1,171	/	LF	3.00	3,513.00
1611-140	Fittings - Water (DI Cement-Lined)	5.7	/	TN	4,800.00	27,360.00
1613-140-718	8" DIP, CL 50 (Push-On)	365	/	LF	24.00	8,760.00
1613-140-721	12" DIP, CL 50 (Push-On)	3,020	/	LF	30.00	90,600.00
1617-140-718	8" DIP, CL 50 (Rest. Joint)	410	/	LF	35.00	14,350.00
1617-140-721	12" DIP, CL 50 (Rest. Joint)	1,050	/	LF	32.00	33,600.00
1619-170-06	1" or 2" PVC Pipe & Fittings	70	/	LF	7.00	490.00
1642-156-21	12" Gate Valve & Box	5	/	EA	1,300.00	6,500.00
1642-156-18	8" Gate Valve & Box	1	/	EA	600.00	600.00
1643-111-100	8" X 8" Tap, Valve, Sleeve & Box	5	/	EA	1,600.00	8,000.00
1644-133-91	Fire Hydrant 5 1/2" Valve	5	/	EA	2,100.00	10,500.00
1645-800	Relocate Meter, Box & BFP	3	/	EA	800.00	2,400.00
1647-01-09	Air Release Assembly (1")	2	/	EA	300.00	600.00

ITEM NUMBER/DESCRIPTION		QUANTITY/ UNITS			UNIT PRICE	AMOUNT
1693-800	Meter Service Connections	3	/	EA	100.00	300.00
721-73	Sewer Service Connections	1	/	LS	8,500.00	8,500.00
737-70-01	Locate Utility - Underground	16	/	EA	100.00	1,600.00
737-70-02	Locate Utility - Under Put.	2	/	EA	200.00	400.00
1500-900-25	Remove Sewer Main (18" & Less)	885	/	LF	4.00	3,540.00
1500-12	Fittings - Sewer (DI Cement-Lined)	2	/	TN	4,900.00	9,800.00
1518-120-313	4" DIP, CL52 (Rest. Joint)	135	/	LF	18.00	2,430.00
1512-120-318	8" DIP, CL52 (Push-On)	320	/	LF	22.00	7,040.00
1518-120-318	8" DIP, CL52 (Rest. Joint)	820	/	LF	28.00	22,960.00
1543-111-10	8" X 8" Tap, Valve, Sleeve & Box	6	/	EA	1,800.00	10,800.00
1543-111-10	8" X 4" Tap, Valve, Sleeve & Box	1	/	EA	1,300.00	1,300.00
1543-111-10	4" X 4" Tap, Valve, Sleeve & Box	1	/	EA	1,100.00	1,100.00
9600-1	Utility Contingency	1	/	LS	25,000.00	25,000.00
WATER AND FORCE MAIN TOTAL:					#	332,943.00

TRENCH SAFETY ACT COMPLIANCE FORM

BID NO.: 98-075

OPENING DATE: April 2, 1998, at 3:00 p.m.

TITLE: ALOHA UTILITIES - LITTLE ROAD, PHASE III B (S.R. 54 TO PLATHE ROAD)

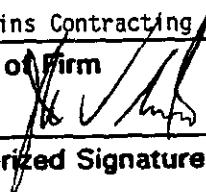
PROJECT NUMBER: C-9527.40

BIDDER acknowledges that included in the various items of the Bid Schedule and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The BIDDER further identifies the costs as summarized below:

	<u>Trench Safety Measure (Description)</u>	<u>Units of Measure (LF, SY)</u>	<u>Units (Quantity)</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1.	TRENCH BOX	LF	2000	2-0	4000
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
				Total	\$ 4000.00

Kimmins Contracting Corp.

Name of Firm



Authorized Signature

John V. Simon, Jr., President

Title

April 2, 1998

Date

NOTE: Failure to complete and return this form may result in the BID being declared irregular.

REQUEST TO SUBCONTRACT

TO: Pasco County DATE: _____
Engineering Services Department
7530 Little Road
New Port Richey, FL 34654

REQUEST NO.: _____

PROJECT NAME: ALOHA UTILITIES
LITTLE ROAD, PHASE III B
(S.R. 54 TO PLATHE ROAD)

BID NUMBER: 98-075

In accordance with the General Provisions, SECTION 10, Paragraph 10.2, we request approval to SUBCONTRACT the items of WORK listed below to:

SUBCONTRACTOR'S NAME

ADDRESS CITY STATE ZIP

PHONE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	TOTAL	_____

The proposed SUBCONTRACT complies with the requirements of the CONTRACT documents, including SPECIFICATIONS and SPECIAL PROVISIONS.

CONTRACT TOTAL _____

RESPECTFULLY SUBMITTED:

PREVIOUS REQUESTS _____

BIDDER/CONTRACTOR

THIS REQUEST _____

% TO DATE _____

BY: _____

Approval is hereby granted for subletting the above items of the CONTRACT as herein requested.

BY: _____
BIPIN PARIKH, P.E.
ACA/ACTING COUNTY ENGINEER

Date

CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

"I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the stormwater discharge activity from the construction site identified as part of this certification."

Furthermore, the CONTRACTOR will hold harmless the COUNTY for any and all violations of the General NPDES Permit conditions and the stormwater Pollution Prevention Control Plan.

Kimmins Contracting Corp.

Name of Firm
[Signature]

Authorized Signature
John V. Simon, Jr., President

Title

Sworn to and subscribed before me this 2nd day of April, 1998.

Personally known X

[Signature]

OR Produced identification _____

Notary Public - State of Florida

(Type of identification)

My commission expires 12/29/99

Catherine R. Brines

(Printed, typed, or stamped
commissioned name of notary public)



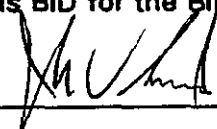
CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All BIDDERS must disclose with their BID the name of any officer, director, or agent who is also an employee of Pasco County, Florida. Further, all BIDDERS must disclose the name of any Pasco County employee who owns, directly or indirectly, an interest of five (5) percent or more in the BIDDER'S firm or any of its branches.

<u>NAME</u>	<u>CONFLICT</u>
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this BID is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a BID for the same WORK, MATERIALS, supplies, or EQUIPMENT, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this BID and certify that I am authorized to sign this BID for the BIDDER.

Kimmins Contracting Corp.
BIDDER'S NAME

BY: 
NAME: John V. Simon, Jr.
TITLE: President

NOTE: See Part 8 of Instructions to Bidders as found in the General Provisions.

PROJECT: ALOHA UTILITIES
LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)

BID NO.: 98-075

BID BOND

STATE OF FLORIDA)
) SS:
COUNTY OF PASCO)

Know all men by these presents, that we KIMMINS CONTRACTING CORP.

(hereinafter called "Principal") and LIBERTY MUTUAL INSURANCE COMPANY

as SURETY (hereinafter called "SURETY"), are held and firmly bound unto PASCO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, in the sum of:

FIVE PERCENT OF AMOUNT BID-----
Dollars (\$ 5% AMT BID)

Lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal" contemplates submitting or has submitted a BID to Pasco County, for the WORK herein described.

WHEREAS, it was a condition precedent to the submission of said BID that a certified check or BID BOND in the amount of five (5) percent of the BID be submitted with said BID as a guarantee that the BIDDER would, if awarded the CONTRACT, enter into a written CONTRACT with Pasco County, and furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred (100) percent of the BID for the performance of said CONTRACT, within fifteen (15) CALENDAR DAYS after written notice of intent to award the CONTRACT.

NOW, THEREFORE, the conditions of this obligation are such, that if the BID of the "Principal" herein be accepted and said "Principal" within fifteen (15) CALENDAR DAYS after written notice being given of such acceptance, enter into a written CONTRACT with Pasco County, and furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred (100) percent of the BID, satisfactory to Pasco County, and then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to Pasco County, and the "SURETY" herein agrees to pay said sum immediately upon demand of said Pasco County, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, THE SAID KIMMINS CONTRACTING CORP.

_____, "Principal" herein, has caused these presents to be signed in its name by its President and attested to by

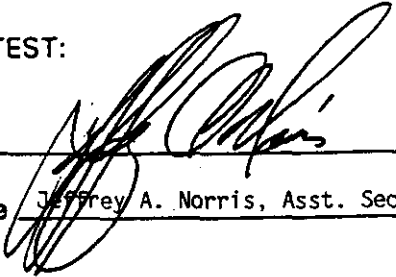
its Asst. Secretary under its corporate seal, and the said

LIBERTY MUTUAL INSURANCE COMPANY as "SURETY"

herein has caused these presents to be signed in its name by its ATTORNEY-IN-FACT


and witnessed by its NOTARY PUBLIC under its corporate seal on this the
2ND day of APRIL, 19 98, A.D.

ATTEST:



Title Jeffrey A. Norris, Asst. Secretary

ATTEST:




MIRNA RAMOS
Title NOTARY PUBLIC



"OFFICIAL SEAL"
Mirna Ramos
My Commission Expires 6/7/99
Commission #CC 469879

KIMMINS CONTRACTING CORP.

PRINCIPAL (BIDDER)

BY: 

JOHN V. SIMON, JR. (Title)
PRESIDENT

LIBERTY MUTUAL INSURANCE COMPANY

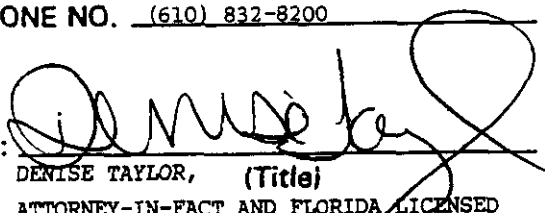
SURETY

ADDRESS 600 W. GERMANTOWN PIKE, #300

CITY PLYMOUTH MEETING

STATE, ZIP PENNSYLVANIA, 19462

PHONE NO. (610) 832-8200

BY: 

DENISE TAYLOR, (Title)
ATTORNEY-IN-FACT AND FLORIDA LICENSED
RESIDENT AGENT

INQUIRIES: (813) 281-2095

This Power of Attorney limits the act of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint, **JAMES W. DUNN, DAVID H. CARR, DENISE TAYLOR, MIRNA RAMOS, SHARI HARRISON, ALL OF THE CITY OF TAMPA, STATE OF FLORIDA.**

each individually, and if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bonds and consent of surety for all obligees, including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates, LIMITED in the amount of THIRTY MILLION DOLLARS (\$ 30,000,000) each, and the execution of the aforesaid bonds and consents of surety, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XVI - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer or other official of the company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the company by their signature and execution of any such instruments and to attach thereto the seal of the company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to act as attorney-in-fact:

Pursuant to Article XVI, Section 5 of the By-laws, Assistant Secretary Garnet W. Elliott is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization above set forth are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this instrument has been subscribed by its authorized officer and the corporate seal of the said Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of October, 1997.

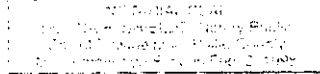
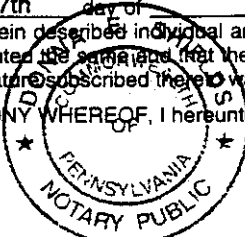
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 27th day of October, A.D. 1997, before me, a Notary Public, personally came the individual, known to me to be the therein described individual and officer of Liberty Mutual Insurance Company who executed the preceding instrument, and he acknowledged that he executed the same and that the seal affixed to the said preceding instrument is the corporate seal of said company; and that said corporate seal and his signature subscribed thereto was duly affixed and subscribed to the said instrument by authority and direction of the said company.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal at Plymouth Meeting, PA, the day and year first above written.



Donna E. Shields
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer who executed the said power of attorney was one of the officers specially authorized by the chairman or the president to appoint any attorney-in-fact as provided in Article XVI, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate may be signed by facsimile under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company wherever appearing upon a certified copy of any power of attorney issued by the company, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2ND day of APRIL, 1998.



[Signature]
Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 27, 1999.

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or real value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DRUG-FREE WORK PLACE

In case of tie BIDS, preference must be given to vendors submitting a certification with their BID/PROPOSAL certifying they have a drug-free work place in accordance with SECTION 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your BID.

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that:

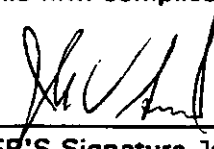
Kimmins Contracting Corp.

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business' policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee-assistance programs, and the penalties that may be imposed upon employees for drug-abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID, a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement, and will notify the employer of any conviction, plea of guilty, or nolo contendere to any violation of Chapter 1893, or of any controlled substance law of the United States or any state for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free work place through implementation of this SECTION.

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

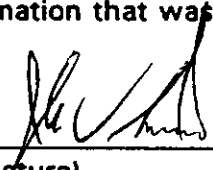


BIDDER'S Signature John V. Simon, Jr., President

April 2, 1998
Date

AFFIDAVIT OF INVESTIGATIVE FINDINGS

I, John V. Simon, Jr., as President
of Kimmins Contracting Corp. in submitting this
BID do hereby attest to the fact that I have reviewed and understand fully all aspects of the Contract Documents. I, or a responsible employee(s) of the organization, have/has observed the project and general surroundings of the project. As a responsible professional experienced in UTILITY construction, I have investigated fully any and all existing conditions, both above and below ground, which will have a bearing on the construction effort required by these documents. The following investigative efforts have been exerted. I have canvased all the existing utilities and CANDY to ascertain the extent of any such interferences, and any schedule that may have to relocate utilities. I have made inquiries from the County and/or any independent representative of the County to ascertain whether or not the County had any additional information that was not included with the plans. Following is a detailed list of any efforts:



(Signature)

Sworn to and subscribed before me this 2nd day of April, 1998.

Personally known X _____


OR Produced identification _____

(Type of identification)

Notary Public, State of Florida
My commission expires 12/29/99
Catherine R. Brines
(Printed, typed, or stamped commissioned name of notary public)



PROPOSAL FORM

FOR

**ALOHA UTILITIES
LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)**

**BID NUMBER
98-075**

**H₂O Utility Services
1817 U.S. Highway 19
Holiday, FL 34691**

Tel.: 813-938-6463

Fax: 813-938-9150

FROM: _____

**TO: BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA
c/o Scott P. Stromer
Purchasing Director
8919 Government Drive
New Port Richey, FL 34654**

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the PROPOSAL; as principal or principals, is or are named herein, and that no other person than herein mentioned has any interest in this PROPOSAL or in the CONTRACT to be entered into; that this PROPOSAL is made without connection with any other person, company, or parties making a BID or PROPOSAL; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he/she has examined the site of the WORK and informed himself/herself fully in regard to all conditions pertaining to the place where the WORK is to be done; that he/she has examined the PLANS and SPECIFICATIONS for the WORK and that he/she has satisfied himself/herself relative to the WORK to be performed.

The BIDDER proposes and agrees, if this PROPOSAL is accepted, to CONTRACT with Pasco County, Florida, in the form of a CONTRACT specified for the WORK described in the PLANS and SPECIFICATIONS, in full and complete accordance with the shown noted, described, and reasonable intended requirements of the PLANS and SPECIFICATIONS, to the full and entire satisfaction of Pasco County, Florida, for the prices stated in the following BID Schedule.

The BIDDER further proposes and agrees to commence WORK under this CONTRACT and to complete all WORK under said CONTRACT within 100 calendar days.

The BIDDER understands that any liquidated damages arising pursuant to SECTION 8, Paragraph 8.8, of the General Provisions for failure to complete the WORK within the time stipulated will be calculated at a rate of One Thousand and 00/100 Dollars (\$1,000.00) per calendar day.

The undersigned BIDDER further agrees that in case of failure on his part to execute the said CONTRACT and provide to the COUNTY a CERTIFICATE OF INSURANCE, copies of all insurance policies required herein, PERFORMANCE BOND AND PAYMENT BOND within fifteen (15) CALENDAR DAYS after written notice being given of intent to award the CONTRACT, the BID BOND accompanying this BID, and the monies payable thereon shall be paid into the funds of Pasco County,

PROPOSAL FORM (cont).

Florida, as liquidated damages for such failure, otherwise the BID BOND accompanying this PROPOSAL shall be returned to the undersigned.

Attached hereto is a certified check on the _____ Bank of _____ made payable to "PASCO COUNTY, FLORIDA"; or BID BOND for the sum of 5% of Bid Amount Dollars, made payable to "PASCO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA."

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. One (1) through Addendum No.: _____

H₂O UTILITY SERVICES, INC.

Name of Firm

Cecil R. Delcher

Authorized Signature

[Signature]
Authorized Signature

Director of Construction Services

Title

Title

STREET ADDRESS: 1817 US Highway 19

MAILING ADDRESS: Same

CITY, STATE, AND ZIP CODE: Holiday FL 34691

TELEPHONE NUMBER: 813-938-6463 Fax: 813-938-5150

State of Florida

County of Pasco

Personally appeared before me, the undersigned authority, Ellen M. Janis, who after first being sworn by me, affixed his/her signature in the space provided above on this 1st day of April, 19 98.

[Signature: Ellen M. Janis]

My Commission Expires: February 17, 2002




Ellen M. Janis
MY COMMISSION # CC717240 EXPIRES
February 17, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

BID SCHEDULE; SUBMITTED BY H₂O Utility Services, Inc.

**ALOHA UTILITIES
LITTLE ROAD, PHASE IIIB
(S.R. 54 TO PLATHE ROAD)
C-9527.40
BID NUMBER
98-075**

FROM: Cecil R. Delcher

SIGNATURE: 
4-1-98

TO: PASCO COUNTY PURCHASING DEPT.
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FL 34654

DATE: _____

WATER AND FORCE MAIN SYSTEM

ITEM NUMBER/DESCRIPTION		QUANTITY/ UNITS			UNIT PRICE	AMOUNT
101-1	Mobilization	1	/	LS		8,000
102-1	Maintenance of Traffic	1	/	LS		20,000
721-72	Water Service Connections (Group of 7)	1	/	LS		1,000
737-70-01	Locate Utility - Underground	20	/	EA	\$ 500	10,000
737-70-02	Locate Utility - Under Pavement	7	/	EA	1,500	10,500
1600-900-25	Remove Water Main (18" and Less)	1,171	/	LF	5	5,855
1611-140	Fittings - Water (DI Cement-Lined)	5.7	/	TN	3,531	20,128
1613-140-718	8" DIP, CL 50 (Push-On)	365	/	LF	20	7,300
1613-140-721	12" DIP, CL 50 (Push-On)	3,020	/	LF	35	105,700
1617-140-718	8" DIP, CL 50 (Rest. Joint)	410	/	LF	25	10,250
1617-140-721	12" DIP, CL 50 (Rest. Joint)	1,050	/	LF	40	42,000
1619-170-06	1" or 2" PVC Pipe & Fittings	70	/	LF	8	560
1642-156-21	12" Gate Valve & Box	5	/	EA	2,000	10,000
1642-156-18	8" Gate Valve & Box	1	/	EA	1,200	1,200
1643-111-100	8" X 8" Tap, Valve, Sleeve & Box	5	/	EA	2,000	10,000
1644-133-91	Fire Hydrant 5 1/4" Valve	5	/	EA	3,000	15,000
1645-800	Relocate Meter, Box & BFP	3	/	EA	1,000	3,000
1647-01-09	Air Release Assembly (1")	2	/	EA	1,000	2,000

ITEM NUMBER/DESCRIPTION		QUANTITY/ UNITS			UNIT PRICE	AMOUNT
1693-800	Meter Service Connections	3	/	EA	500	1,500
721-73	Sewer Service Connections	1	/	LS	2,500	2,500
737-70-01	Locate Utility - Underground	16	/	EA	500	8,000
737-70-02	Locate Utility - Under Put.	2	/	EA	1,500	3,000
1500-900-25	Remove Sewer Main (18" & Less)	885	/	LF	5	4,425
1500-12	Fittings - Sewer (DI Cement-Lined)	2	/	TN	3,531	7,062
1518-120-313	4" DIP, CL52 (Rest. Joint)	135	/	LF	12	1,620
1512-120-318	8" DIP, CL52 (Push-On)	320	/	LF	20	6,400
1518-120-318	8" DIP, CL52 (Rest. Joint)	820	/	LF	25	20,500
1543-111-10	8" X 8" Tap, Valve, Sleeve & Box	6	/	EA	2,000	12,000
1543-111-10	8" X 4" Tap, Valve, Sleeve & Box	1	/	EA	2,000	2,000
1543-111-10	4" X 4" Tap, Valve, Sleeve & Box	1	/	EA	2,000	2,000
9600-1	Utility Contingency	1	/	LS	25,000.00	25,000.00
WATER AND FORCE MAIN TOTAL:						\$378,200.00

***Three Hundred Seventy Eight Thousand
Two Hundred Dollars and No Cents ***

TRENCH SAFETY ACT COMPLIANCE FORM

BID NO.: 98-075

OPENING DATE: April 2, 1998, at 3:00 p.m.

TITLE: ALOHA UTILITIES - LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)

PROJECT NUMBER: C-9527.40

BIDDER acknowledges that included in the various items of the Bid Schedule and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The BIDDER further identifies the costs as summarized below:

	<u>Trench Safety Measure (Description)</u>	<u>Units of Measure (LF, SY)</u>	<u>Units (Quantity)</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1.	<u>Trench Box</u>	<u>Monthly</u>	<u>3</u>	<u>\$1,200</u>	<u>\$3,600</u>
2.	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
3.	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
4.	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
				Total	\$ 3,600

H₂O Utility Services, Inc.

Name of Firm

Cecil R. Delcher

Authorized Signature

4/01/98

Date

Director of Construction Services

Title

NOTE: Failure to complete and return this form may result in the BID being declared irregular.

REQUEST TO SUBCONTRACT

TO: Pasco County DATE: _____
Engineering Services Department
7530 Little Road
New Port Richey, FL 34654

REQUEST NO.: _____

PROJECT NAME: ALOHA UTILITIES
LITTLE ROAD, PHASE III B
(S.R. 54 TO PLATHE ROAD)

BID NUMBER: 98-075

In accordance with the General Provisions, SECTION 10, Paragraph 10.2, we request approval to SUBCONTRACT the items of WORK listed below to:

N/A

SUBCONTRACTOR'S NAME

ADDRESS CITY STATE ZIP

PHONE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL		_____

The proposed SUBCONTRACT complies with the requirements of the CONTRACT documents, including SPECIFICATIONS and SPECIAL PROVISIONS.

CONTRACT TOTAL _____	RESPECTFULLY SUBMITTED:
PREVIOUS REQUESTS _____	_____
THIS REQUEST _____	BIDDER/CONTRACTOR
% TO DATE _____	BY: _____

Approval is hereby granted for subletting the above items of the CONTRACT as herein requested.

BY: _____
BIPIN PARIKH, P.E. Date
ACA/ACTING COUNTY ENGINEER

CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

"I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the stormwater discharge activity from the construction site identified as part of this certification."

Furthermore, the CONTRACTOR will hold harmless the COUNTY for any and all violations of the General NPDES Permit conditions and the stormwater Pollution Prevention Control Plan.

H₂O Utility Services, Inc.

Name of Firm

Cecil K. Delcher

Authorized Signature

Director of Construction Services

Title

Sworn to and subscribed before me this 1st day of April, 1998.

Personally known Yes

OR Produced identification _____

(Type of identification)

Notary Public - State of Florida

My commission expires February 17, 2002

(Printed, typed, or stamped
commissioned name of notary public)



Ellen M. Janis
MY COMMISSION # CC717240 EXPIRES
February 17, 2002
BONDED THRU TROY FAIN INSURANCE, INC.


CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All BIDDERS must disclose with their BID the name of any officer, director, or agent who is also an employee of Pasco County, Florida. Further, all BIDDERS must disclose the name of any Pasco County employee who owns, directly or indirectly, an interest of five (5) percent or more in the BIDDER'S firm or any of its branches.

<u>NAME</u>	<u>CONFLICT</u>
None	
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this BID is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a BID for the same WORK, MATERIALS, supplies, or EQUIPMENT, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this BID and certify that I am authorized to sign this BID for the BIDDER.

H₂O Utility Services, Inc.
BIDDER'S NAME

BY: 

NAME: Cecil R. Delcher

TITLE: Dir. of Construction Serv.

NOTE: See Part 8 of Instructions to Bidders as found in the General Provisions.

PROJECT: ALOHA UTILITIES
LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)

BID NO.: 98-075

BID BOND

STATE OF FLORIDA)
) SS:
COUNTY OF PASCO)

Know all men by these presents, that we H2O UTILITY SERVICES, INC.
(hereinafter called "Principal") and RLI Insurance Company
as SURETY (hereinafter called "SURETY"), are held and firmly bound unto PASCO COUNTY, A
POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, in the sum of:

Five Percent of Amount Bid
Dollars (\$ 5%)

Lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal" contemplates submitting or has submitted a BID to Pasco County, for the WORK herein described.

WHEREAS, it was a condition precedent to the submission of said BID that a certified check or BID BOND in the amount of five (5) percent of the BID be submitted with said BID as a guarantee that the BIDDER would, if awarded the CONTRACT, enter into a written CONTRACT with Pasco County, and furnish Performance Bond and a Payment Bond, each in an amount equal to one hundred (100) percent of the BID for the performance of said CONTRACT, within fifteen (15) CALENDAR DAYS after written notice of intent to award the CONTRACT.

NOW THEREFORE, the conditions of this obligation are such, that if the BID of the "Principal" herein be accepted and said "Principal" within fifteen (15) CALENDAR DAYS after written notice being given of such acceptance, enter into a written CONTRACT with Pasco County, and furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred (100) percent of the BID, satisfactory to Pasco County, and then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to Pasco County, and the "SURETY" herein agrees to pay said sum immediately upon demand of said Pasco County, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, THE SAID H2O UTILITY SERVICES, INC.
_____, "Principal" herein, has caused these presents to be signed in
its name by its _____ and attested to by
its _____ under its corporate seal, and the said
RLI Insurance Company as "SURETY"
herein has caused these presents to be signed in its name by its Attorney In Fact

and witnessed by its Witness under its corporate seal on this the 2ND day of APRIL, 1998, A.D.

H2O UTILITY SERVICES, INC.
PRINCIPAL _____ (BIDDER)

BY: [Signature]

(Title)

ATTEST:

[Signature]

Title Administrative Assistant

RLI Insurance Company
SURETY

ATTEST:

[Signature]

Title Witness

ADDRESS 9025 N. Lindbergh Drive
CITY Peoria
STATE, ZIP IL 61615-0000

PHONE NO. (216) 816-0999

BY: [Signature]

DEIDRE ANN EICKSTAEDT (Title)
Attorney In Fact & Florida Licensed Resident Agent

Inquiries: (407) 834-0022



9025 N. Lindbergh Dr. • Peoria, IL 61615

POWER OF ATTORNEY

Know All Men by These Presents:

BOND NO. SSB- 226506

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI INSURANCE COMPANY**, an Illinois corporation, does hereby make, constitute and appoint J. W. Guignard,
Jeffrey W. Reich, Bryce R. Guignard, M. Gary Francis, Deidre Ann Eickstaedt, April L. Lively, Jointly or Severally

Casselberry
Florida in the City of _____, State of _____

its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any Performance or Payment or Labor and Material or Maintenance or Supply or Bid Bond providing the bond penalty does not exceed Four Million Dollars (\$4,000,000).

The acknowledgement and execution of such bond by the said Attorney-in-Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the company by the President, Secretary, any Assistant Secretary, Treasurer, Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary and Assistant Secretary, or the Treasurer, may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded area above indicates authenticity)

IN WITNESS WHEREOF, the RLI Insurance company has caused these presents to be executed by its President with its corporate seal affixed this 1st day of March, 1996.

RLI INSURANCE COMPANY

SEAL By: Jonathan E. Michael
President

State of Illinois)
) SS
County of Peoria)

CERTIFICATE

On this 1st day of March, 1996, before me, a Notary Public, personally appeared Jonathan E. Michael, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 2ND day of APRIL, 1998.

Kathy A. Yeske
Notary Public

RLI INSURANCE COMPANY
By: Jonathan E. Michael
President

"OFFICIAL SEAL"
KATHY A. YESKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/22/99

DRUG-FREE WORK PLACE

In case of tie BIDS, preference must be given to vendors submitting a certification with their BID/PROPOSAL certifying they have a drug-free work place in accordance with SECTION 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your BID.

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that:

H₂O Utility Services, Inc.
Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business' policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee-assistance programs, and the penalties that may be imposed upon employees for drug-abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID, a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement, and will notify the employer of any conviction, plea of guilty, or nolo contendere to any violation of Chapter 1893, or of any controlled substance law of the United States or any state for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free work place through implementation of this SECTION.

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


Cecil R. Delcher

BIDDER'S Signature

April 1, 1998

Date

AFFIDAVIT OF INVESTIGATIVE FINDINGS

I, Cecil R. Delcher, as Director of Construction Serv.
of H₂O Utility Services, Inc. in submitting this
 BID do hereby attest to the fact that I have reviewed and understand fully all aspects of the Contract
 Documents. I, or a responsible employee(s) of the organization, have/has observed the project and
 general surroundings of the project. As a responsible professional experienced in UTILITY
 construction, I have investigated fully any and all existing conditions, both above and below ground,
 which will have a bearing on the construction effort required by these documents. The following
 investigative efforts have been exerted. I have canvased all the existing utilities and CANDY to
 ascertain the extent of any such interferences, and any schedule that may have to relocate utilities.
 I have made inquiries from the County and/or any independent representative of the County to
 ascertain whether or not the County had any additional information that was not included with the
 plans. Following is a detailed list of any efforts:


 (Signature) Cecil R. Delcher

Sworn to and subscribed before me this 1st day of April, 1998.

Personally known Yes

OR Produced identification _____

(Type of identification)

Notary Public, State of Florida

My commission expires 2/17/98

 (Printed, typed, or stamped commissioned
 name of notary public)



Ellen M. Janis
 MY COMMISSION # CC717240 EXPIRES
 February 17, 2002
 BONDED THRU TROY FAIN INSURANCE, INC.



February 27, 1998

To Whom It May Concern:

Cecil Delcher, Director of Construction Services for H₂O Utility Services, Inc, has my permission and authority to sign all bids for the Company.

A handwritten signature in black ink, appearing to read 'G. Deremer', is written over a horizontal line.

Gary Deremer, President

PROPOSAL FORM

FOR

**ALOHA UTILITIES
LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)**

**BID NUMBER
98-075**

FROM: All American Concrete, Inc.

**TO: BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA
c/o Scott P. Stromer
Purchasing Director
8919 Government Drive
New Port Richey, FL 34654**

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the PROPOSAL; as principal or principals, is or are named herein, and that no other person than herein mentioned has any interest in this PROPOSAL or in the CONTRACT to be entered into; that this PROPOSAL is made without connection with any other person, company, or parties making a BID or PROPOSAL; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he/she has examined the site of the WORK and informed himself/herself fully in regard to all conditions pertaining to the place where the WORK is to be done; that he/she has examined the PLANS and SPECIFICATIONS for the WORK and that he/she has satisfied himself/herself relative to the WORK to be performed.

The BIDDER proposes and agrees, if this PROPOSAL is accepted, to CONTRACT with Pasco County, Florida, in the form of a CONTRACT specified for the WORK described in the PLANS and SPECIFICATIONS, in full and complete accordance with the shown noted, described, and reasonable intended requirements of the PLANS and SPECIFICATIONS, to the full and entire satisfaction of Pasco County, Florida, for the prices stated in the following BID Schedule.

The BIDDER further proposes and agrees to commence WORK under this CONTRACT and to complete all WORK under said CONTRACT within 100 calendar days.

The BIDDER understands that any liquidated damages arising pursuant to SECTION 8, Paragraph 8.8, of the General Provisions for failure to complete the WORK within the time stipulated will be calculated at a rate of One Thousand and 00/100 Dollars (\$1,000.00) per calendar day.

The undersigned BIDDER further agrees that in case of failure on his part to execute the said CONTRACT and provide to the COUNTY a CERTIFICATE OF INSURANCE, copies of all insurance policies required herein, PERFORMANCE BOND AND PAYMENT BOND within fifteen (15) CALENDAR DAYS after written notice being given of intent to award the CONTRACT, the BID BOND accompanying this BID, and the monies payable thereon shall be paid into the funds of Pasco County,

PROPOSAL FORM (cont).

Florida, as liquidated damages for such failure, otherwise the BID BOND accompanying this PROPOSAL shall be returned to the undersigned.

Attached hereto is a certified check on the _____ Bank of _____ made payable to "PASCO COUNTY, FLORIDA"; or BID BOND for the sum of 5% of bid amount Dollars, made payable to "PASCO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA."

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 through Addendum No.: 1

All American Concrete, Inc.

Name of Firm

[Signature]
Authorized Signature
President

Authorized Signature

Title

Title

STREET ADDRESS: 8770 Somerset Drive

MAILING ADDRESS: 8770 Somerset Drive

CITY, STATE, AND ZIP CODE: Largo, Florida 33773

TELEPHONE NUMBER: 813-524-8755

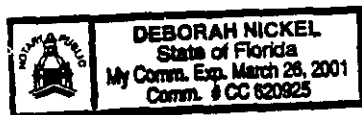
State of Florida

County of Pinellas

Personally appeared before me, the undersigned authority, Jeffery J. Nasse, who after first being sworn by me, affixed his ~~own~~ signature in the space provided above on this 2nd day of April, 1998.

[Signature]

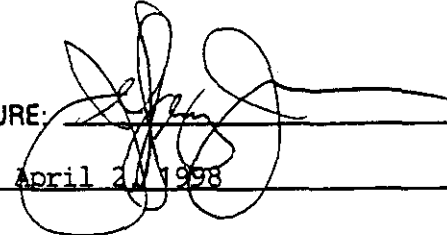
My Commission Expires:



BID SCHEDULE; SUBMITTED BY All American Concrete, Inc.

**ALOHA UTILITIES
LITTLE ROAD, PHASE III B
(S.R. 54 TO PLATHE ROAD)
C-9527.40
BID NUMBER
98-075**

FROM: Jeffery J. Nasse

SIGNATURE: 

TO: PASCO COUNTY PURCHASING DEPT.
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FL 34654

DATE: April 20, 1998

WATER AND FORCE MAIN SYSTEM

ITEM NUMBER/DESCRIPTION		QUANTITY/ UNITS			UNIT PRICE	AMOUNT
101-1	Mobilization	1	/	LS	6,089.53	6,089.53
102-1	Maintenance of Traffic	1	/	LS	3,053.76	3,053.76
721-72	Water Service Connections (Group of 7)	1	/	LS	4,172.00	4,172.00
737-70-01	Locate Utility - Underground	20	/	EA	375.62	7,512.40
737-70-02	Locate Utility - Under Pavement	7	/	EA	1,166.72	8,167.04
1600-900-25	Remove Water Main (18" and Less)	1,171	/	LF	3.76	4,402.96
1611-140	Fittings - Water (DI Cement-Lined)	5.7	/	TN	6,535.05	37,249.79
1613-140-718	8" DIP, CL 50 (Push-On)	365	/	LF	23.73	8,661.45
1613-140-721	12" DIP, CL 50 (Push-On)	3,020	/	LF	30.71	92,744.20
1617-140-718	8" DIP, CL 50 (Rest. Joint)	410	/	LF	41.76	17,121.60
1617-140-721	12" DIP, CL 50 (Rest. Joint)	1,050	/	LF	42.61	44,740.50
1619-170-06	1" or 2" PVC Pipe & Fittings	70	/	LF	13.19	923.30
1642-156-21	12" Gate Valve & Box	5	/	EA	1,096.91	5,484.55
1642-156-18	8" Gate Valve & Box	1	/	EA	584.23	584.23
1643-111-100	8" X 8" Tap, Valve, Sleeve & Box	5	/	EA	1,376.32	6,881.60
1644-133-91	Fire Hydrant 5 1/2" Valve	5	/	EA	1,751.64	8,758.20
1645-800	Relocate Meter, Box & BFP	3	/	EA	185.69	557.07
1647-01-09	Air Release Assembly (1")	2	/	EA	174.68	349.36

ITEM NUMBER/DESCRIPTION		QUANTITY/ UNITS			UNIT PRICE	AMOUNT
1693-800	Meter Service Connections	3	/	EA	133.14	399.42
721-73	Sewer Service Connections	1	/	LS	16,472.88	16,472.88
737-70-01	Locate Utility - Underground	16	/	EA	375.62	6,009.92
737-70-02	Locate Utility - Under Put.	2	/	EA	1,166.72	2,333.44
1500-900-25	Remove Sewer Main (18" & Less)	885	/	LF	3.76	3,327.60
1500-12	Fittings - Sewer (DI Cement-Lined)	2	/	TN	4,641.72	9,283.44
1518-120-313	4" DIP, CL52 (Rest. Joint)	135	/	LF	40.82	5,510.70
1512-120-318	8" DIP, CL52 (Push-On)	320	/	LF	30.57	9,782.40
1518-120-318	8" DIP, CL52 (Rest. Joint)	820	/	LF	34.28	28,109.60
1543-111-10	8" X 8" Tap, Valve, Sleeve & Box	6	/	EA	1,376.32	8,257.92
1543-111-10	8" X 4" Tap, Valve, Sleeve & Box	1	/	EA	887.46	887.46
1543-111-10	4" X 4" Tap, Valve, Sleeve & Box	1	/	EA	730.62	730.62
9600-1	Utility Contingency	1	/	LS	25,000.00	25,000.00
WATER AND FORCE MAIN TOTAL:					373,558.95	

TRENCH SAFETY ACT COMPLIANCE FORM

BID NO.: 98-075

OPENING DATE: April 2, 1998, at 3:00 p.m.

TITLE: ALOHA UTILITIES - LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)

PROJECT NUMBER: C-9527.40

BIDDER acknowledges that included in the various items of the Bid Schedule and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The BIDDER further identifies the costs as summarized below:

	<u>Trench Safety Measure (Description)</u>	<u>Units of Measure (LF, SY)</u>	<u>Units (Quantity)</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1.	<u>Trench Box</u>	<u>LF</u>	<u>1200</u>	<u>3.50</u>	<u>4,200.00</u>
2.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
3.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
				Total	\$ <u>4,200.00</u>

ACI American Concrete, Inc.

Name of Firm



Authorized Signature
President

Title

April 2, 1998

Date

NOTE: Failure to complete and return this form may result in the BID being declared irregular.

CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

"I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the stormwater discharge activity from the construction site identified as part of this certification."

Furthermore, the CONTRACTOR will hold harmless the COUNTY for any and all violations of the General NPDES Permit conditions and the stormwater Pollution Prevention Control Plan.

All American Concrete, Inc.

Name of Firm

Authorized Signature

President

Title

Sworn to and subscribed before me this 2nd day of April, 19 98.

Personally known X

OR Produced identification _____

(Type of identification)

Notary Public - State of Florida

My commission expires _____

Deborah Nickel
(Printed, typed, or stamped
commissioned name of notary public)



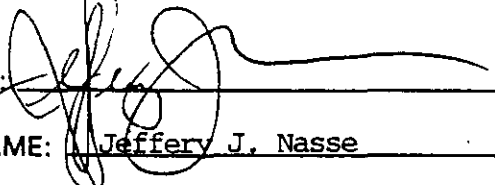
CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All BIDDERS must disclose with their BID the name of any officer, director, or agent who is also an employee of Pasco County, Florida. Further, all BIDDERS must disclose the name of any Pasco County employee who owns, directly or indirectly, an interest of five (5) percent or more in the BIDDER'S firm or any of its branches.

<u>NAME</u>	<u>CONFLICT</u>
N/A	

I certify that this BID is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a BID for the same WORK, MATERIALS, supplies, or EQUIPMENT, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this BID and certify that I am authorized to sign this BID for the BIDDER.

All American Concrete, Inc.
BIDDER'S NAME

BY: 
NAME: Jeffery J. Nasse
TITLE: President

NOTE: See Part 8 of Instructions to Bidders as found in the General Provisions.

DRUG-FREE WORK PLACE

In case of tie BIDS, preference must be given to vendors submitting a certification with their BID/PROPOSAL certifying they have a drug-free work place in accordance with SECTION 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your BID.

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that:

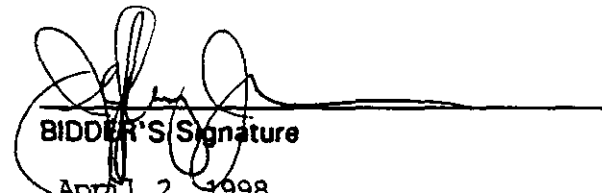
All American Concrete, Inc.

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business' policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee-assistance programs, and the penalties that may be imposed upon employees for drug-abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID, a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement, and will notify the employer of any conviction, plea of guilty, or nolo contendere to any violation of Chapter 1893, or of any controlled substance law of the United States or any state for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free work place through implementation of this SECTION.

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


BIDDER'S Signature
April 2, 1998
Date

AFFIDAVIT OF INVESTIGATIVE FINDINGS

I, Jeffery J. Nasse, as President

_____ of All American Concrete, Inc. in submitting this

BID do hereby attest to the fact that I have reviewed and understand fully all aspects of the Contract Documents. I, or a responsible employee(s) of the organization, have/has observed the project and general surroundings of the project. As a responsible professional experienced in UTILITY construction, I have investigated fully any and all existing conditions, both above and below ground, which will have a bearing on the construction effort required by these documents. The following investigative efforts have been exerted. I have canvased all the existing utilities and CANDY to ascertain the extent of any such interferences, and any schedule that may have to relocate utilities. I have made inquiries from the County and/or any independent representative of the County to ascertain whether or not the County had any additional information that was not included with the plans. Following is a detailed list of any efforts:

[Handwritten Signature]
(Signature)

Sworn to and subscribed before me this 2nd day of April, 1998.

Personally known X

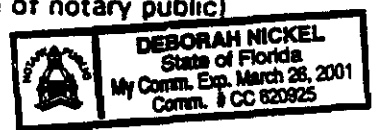
OR Produced identification _____

(Type of identification)

Notary Public, State of Florida

My commission expires _____

[Handwritten Signature]
(Printed, typed, or stamped commissioned name of notary public)



PROPOSAL FORM

FOR

**ALOHA UTILITIES
LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)**

**BID NUMBER
98-075**

FROM: DAVID NELSON CONSTRUCTION CO.

TO: BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA
c/o Scott P. Stromer
Purchasing Director
8919 Government Drive
New Port Richey, FL 34654

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the PROPOSAL; as principal or principals, is or are named herein, and that no other person than herein mentioned has any interest in this PROPOSAL or in the CONTRACT to be entered into; that this PROPOSAL is made without connection with any other person, company, or parties making a BID or PROPOSAL; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he/she has examined the site of the WORK and informed himself/herself fully in regard to all conditions pertaining to the place where the WORK is to be done; that he/she has examined the PLANS and SPECIFICATIONS for the WORK and that he/she has satisfied himself/herself relative to the WORK to be performed.

The BIDDER proposes and agrees, if this PROPOSAL is accepted, to CONTRACT with Pasco County, Florida, in the form of a CONTRACT specified for the WORK described in the PLANS and SPECIFICATIONS, in full and complete accordance with the shown noted, described, and reasonable intended requirements of the PLANS and SPECIFICATIONS, to the full and entire satisfaction of Pasco County, Florida, for the prices stated in the following BID Schedule.

The BIDDER further proposes and agrees to commence WORK under this CONTRACT and to complete all WORK under said CONTRACT within 100 calendar days.

The BIDDER understands that any liquidated damages arising pursuant to SECTION 8, Paragraph 8.8, of the General Provisions for failure to complete the WORK within the time stipulated will be calculated at a rate of One Thousand and 00/100 Dollars (\$1,000.00) per calendar day.

The undersigned BIDDER further agrees that in case of failure on his part to execute the said CONTRACT and provide to the COUNTY a CERTIFICATE OF INSURANCE, copies of all insurance policies required herein, PERFORMANCE BOND AND PAYMENT BOND within fifteen (15) CALENDAR DAYS after written notice being given of intent to award the CONTRACT, the BID BOND accompanying this BID, and the monies payable thereon shall be paid into the funds of Pasco County,

PROPOSAL FORM (cont).

Florida, as liquidated damages for such failure, otherwise the BID BOND accompanying this PROPOSAL shall be returned to the undersigned.

Attached hereto is a certified check on the (n/a) Bank of _____ made payable to "PASCO COUNTY, FLORIDA"; or BID BOND for the sum of (5% of bid amount) Dollars, made payable to "PASCO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA."

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 through Addendum No.: 1

DAVID NELSON CONSTRUCTIO CO.

Name of Firm

David L. Vekasi

Authorized Signature
David L. Vekasi, Vice President

Authorized Signature

Title

Title

STREET ADDRESS: 3483 Alternate 19

MAILING ADDRESS: (same as above)

CITY, STATE, AND ZIP CODE: Palm Harbor, FL 34683

TELEPHONE NUMBER: (813)784-7624

State of Florida

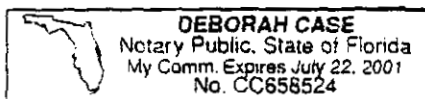
County of Pinellas

Personally appeared before me, the undersigned authority, David L. Vekasi, who after first being sworn by me, affixed his/her signature in the space provided above on this 2nd day of April, 19 98.

Deborah Case

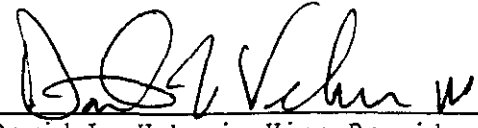
Deborah Case

My Commission Expires:



BID SCHEDULE; SUBMITTED BY DAVID NELSON CONSTRUCTION CO.

**ALOHA UTILITIES
LITTLE ROAD, PHASE IIIB
(S.R. 54 TO PLATHE ROAD)
C-9527.40
BID NUMBER
98-075**

FROM: DAVID NELSON CONSTRUCTION CO. SIGNATURE: 

David L. Vekasi, Vice President
April 2, 1998

TO: PASCO COUNTY PURCHASING DEPT. DATE: _____
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FL 34654

WATER AND FORCE MAIN SYSTEM

ITEM NUMBER/DESCRIPTION		QUANTITY/ UNITS			UNIT PRICE	AMOUNT
101-1	Mobilization	1	/	LS	55,000 ⁻	55,000 ⁻
102-1	Maintenance of Traffic	1	/	LS	19,000.00	19,000.00
721-72	Water Service Connections (Group of 7)	1	/	LS	6,000.00	6,000.00
737-70-01	Locate Utility - Underground	20	/	EA	150.00	3,000.00
737-70-02	Locate Utility - Under Pavement	7	/	EA	225.00	1,575.00
1600-900-25	Remove Water Main (18" and Less)	1,171	/	LF	5.00	5,855.00
1611-140	Fittings - Water (DI Cement-Lined)	5.7	/	TN	4,500.00	25,650.00
1613-140-718	8" DIP, CL 50 (Push-On)	365	/	LF	18.50	6,752.50
1613-140-721	12" DIP, CL 50 (Push-On)	3,020	/	LF	26.00	78,520.00
1617-140-718	8" DIP, CL 50 (Rest. Joint)	410	/	LF	25.00	10,250.00
1617-140-721	12" DIP, CL 50 (Rest. Joint)	1,050	/	LF	32.00	33,600.00
1619-170-06	1" or 2" PVC Pipe & Fittings	70	/	LF	10.00	700.00
1642-156-21	12" Gate Valve & Box	5	/	EA	1,100.00	5,500.00
1642-156-18	8" Gate Valve & Box	1	/	EA	600.00	600.00
1643-111-100	8" X 8" Tap, Valve, Sleeve & Box	5	/	EA	2,000.00	10,000.00
1644-133-91	Fire Hydrant 5 1/4" Valve	5	/	EA	2,000.00	10,000.00
1645-800	Relocate Meter, Box & BFP	3	/	EA	800.00	2,400.00
1647-01-09	Air Release Assembly (1")	2	/	EA	460.00	920.00

ITEM NUMBER/DESCRIPTION		QUANTITY/ UNITS			UNIT PRICE	AMOUNT
1693-800	Meter Service Connections	3	/	EA	0.01	0.03
721-73	Sewer Service Connections	1	/	LS	9,400.00	9,400.00
737-70-01	Locate Utility - Underground	16	/	EA	150.00	2,400.00
737-70-02	Locate Utility - Under Put.	2	/	EA	225.00	450.00
1500-900-25	Remove Sewer Main (18" & Less)	885	/	LF	5.00	4,425.00
1500-12	Fittings - Sewer (DI Cement-Lined)	2	/	TN	4,500.00	9,000.00
1518-120-313	4" DIP, CL52 (Rest. Joint)	135	/	LF	20.00	2,700.00
1512-120-318	8" DIP, CL52 (Push-On)	320	/	LF	22.00	7,040.00
1518-120-318	8" DIP, CL52 (Rest. Joint)	820	/	LF	24.00	19,680.00
1543-111-10	8" X 8" Tap, Valve, Sleeve & Box	6	/	EA	1,900.00	11,400.00
1543-111-10	8" X 4" Tap, Valve, Sleeve & Box	1	/	EA	1,500.00	1,500.00
1543-111-10	4" X 4" Tap, Valve, Sleeve & Box	1	/	EA	1,500.00	1,500.00
9600-1	Utility Contingency	1	/	LS	25,000.00	25,000.00
WATER AND FORCE MAIN TOTAL:					<u>369,817.53</u>	

TRENCH SAFETY ACT COMPLIANCE FORM

BID NO.: 98-075

OPENING DATE: April 2, 1998, at 3:00 p.m.


TITLE: ALOHA UTILITIES - LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)

PROJECT NUMBER: C-9527.40

BIDDER acknowledges that included in the various items of the Bid Schedule and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The BIDDER further identifies the costs as summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Units (Quantity)	Unit Cost	Extended Cost
1.	Scope Trench Per OSHA	LF	8246	1 ⁰⁰	8246
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
				Total	\$ 8246

DAVID NELSON CONSTRUCTION CO.

Name of Firm


 Authorized Signature
 David L. Vekasi, Vice President

 Title

April 2, 1998

 Date

NOTE: Failure to complete and return this form may result in the BID being declared irregular.

CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

"I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the stormwater discharge activity from the construction site identified as part of this certification."

Furthermore, the CONTRACTOR will hold harmless the COUNTY for any and all violations of the General NPDES Permit conditions and the stormwater Pollution Prevention Control Plan.

DAVID NELSON CONSTRUCTION CO.

Name of Firm

David L. Vekasi

Authorized Signature

David L. Vekasi, Vice President

Title

Sworn to and subscribed before me this 2nd day of April, 19 98.

Personally known to me (XXX)

Deborah Case

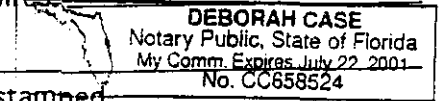
OR Produced identification n/a

Notary Public - State of Florida

(Type of identification)

My commission expires

(Printed, typed, or stamped commissioned name of notary public)



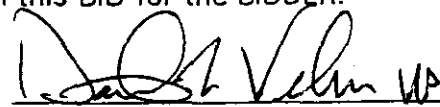
CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All BIDDERS must disclose with their BID the name of any officer, director, or agent who is also an employee of Pasco County, Florida. Further, all BIDDERS must disclose the name of any Pasco County employee who owns, directly or indirectly, an interest of five (5) percent or more in the BIDDER'S firm or any of its branches.

<u>NAME</u>	<u>CONFLICT</u>
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this BID is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a BID for the same WORK, MATERIALS, supplies, or EQUIPMENT, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this BID and certify that I am authorized to sign this BID for the BIDDER.

DAVID NELSON CONSTRUCTION CO.
BIDDER'S NAME

BY: 
NAME: David L. Vekasi
TITLE: Vice President

NOTE: See Part 8 of Instructions to Bidders as found in the General Provisions.

DRUG-FREE WORK PLACE

In case of tie BIDS, preference must be given to vendors submitting a certification with their BID/PROPOSAL certifying they have a drug-free work place in accordance with SECTION 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your BID.

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that:


DAVID NELSON CONSTRUCTION CO.

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business' policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee-assistance programs, and the penalties that may be imposed upon employees for drug-abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID, a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement, and will notify the employer of any conviction, plea of guilty, or nolo contendere to any violation of Chapter 1893, or of any controlled substance law of the United States or any state for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free work place through implementation of this SECTION.

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



BIDDER'S Signature David L. Vekasi
Vice President

April 2, 1998
Date

AFFIDAVIT OF INVESTIGATIVE FINDINGS

I, David L. Vekasi, as Vice President
of David Nelson Construction Co. in submitting this

BID do hereby attest to the fact that I have reviewed and understand fully all aspects of the Contract Documents. I, or a responsible employee(s) of the organization, have/has observed the project and general surroundings of the project. As a responsible professional experienced in UTILITY construction, I have investigated fully any and all existing conditions, both above and below ground, which will have a bearing on the construction effort required by these documents. The following investigative efforts have been exerted. I have canvased all the existing utilities and CANDY to ascertain the extent of any such interferences, and any schedule that may have to relocate utilities. I have made inquiries from the County and/or any independent representative of the County to ascertain whether or not the County had any additional information that was not included with the plans. Following is a detailed list of any efforts:

- Attend Pre-Bid
- Review Plans and Specs
- Drive and walk site on two occasions

David L. Vekasi VP

(Signature) David L. Vekasi, Vice President

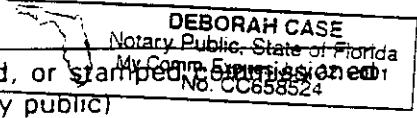
Sworn to and subscribed before me this 2nd day of April, 1998

Personally known to me (XXX) Deborah Case

OR Produced identification _____
Notary Public, State of Florida

(Type of identification)

My commission expires _____


(Printed, typed, or stamped name of notary public)

DATE: APRIL 2, 1998

BID NO.: 98-075

ADDENDUM NO. 1

PURCHASING DEPARTMENT
8919 Government Drive
New Port Richey, FL 34654

INVITATION TO BID NO. 98-075

OPENING DATE: April 2, 1998, at 3:00 p.m.

TITLE: ALOHA UTILITIES - LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)

SCOTT P. STROMER
PURCHASING DIRECTOR

PROPOSAL FORM

FOR

**ALOHA UTILITIES
LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)**

**BID NUMBER
98-075**

FROM: NICHTER CONTRACTING CORP

TO: BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA
c/o Scott P. Stromer
Purchasing Director
8919 Government Drive
New Port Richey, FL 34654

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the PROPOSAL; as principal or principals, is or are named herein, and that no other person than herein mentioned has any interest in this PROPOSAL or in the CONTRACT to be entered into; that this PROPOSAL is made without connection with any other person, company, or parties making a BID or PROPOSAL; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he/she has examined the site of the WORK and informed himself/herself fully in regard to all conditions pertaining to the place where the WORK is to be done; that he/she has examined the PLANS and SPECIFICATIONS for the WORK and that he/she has satisfied himself/herself relative to the WORK to be performed.

The BIDDER proposes and agrees, if this PROPOSAL is accepted, to CONTRACT with Pasco County, Florida, in the form of a CONTRACT specified for the WORK described in the PLANS and SPECIFICATIONS, in full and complete accordance with the shown noted, described, and reasonable intended requirements of the PLANS and SPECIFICATIONS, to the full and entire satisfaction of Pasco County, Florida, for the prices stated in the following BID Schedule.

The BIDDER further proposes and agrees to commence WORK under this CONTRACT and to complete all WORK under said CONTRACT within 100 calendar days.

The BIDDER understands that any liquidated damages arising pursuant to SECTION 8, Paragraph 8.8 of the General Provisions for failure to complete the WORK within the time stipulated will be calculated at a rate of One Thousand and 00/100 Dollars (\$1,000.00) per calendar day.

The undersigned BIDDER further agrees that in case of failure on his part to execute the said CONTRACT and provide to the COUNTY a CERTIFICATE OF INSURANCE, copies of all insurance policies required herein, PERFORMANCE BOND AND PAYMENT BOND within fifteen (15) CALENDAR DAYS after written notice being given of intent to award the CONTRACT, the BID BOND accompanying this BID, and the monies payable thereon shall be paid into the funds of Pasco County,

PROPOSAL FORM (cont).

Florida, as liquidated damages for such failure, otherwise the BID BOND accompanying this PROPOSAL shall be returned to the undersigned.

Attached hereto is a certified check on the _____ Bank of _____ made payable to "PASCO COUNTY, FLORIDA"; or BID BOND for the sum of _____ Dollars, made payable to "PASCO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA."

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ through Addendum No.: _____

NICHTER CONTRACTING CORP

Name of Firm

[Signature]

Authorized Signature

PRESIDENT

Title

STREET ADDRESS: 4812 COOLIDGE AVE N.

MAILING ADDRESS: PO BOX 26372

CITY, STATE, AND ZIP CODE: TAMPA FL 33622

TELEPHONE NUMBER: (813) 870-0630

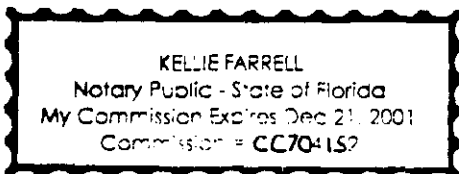
State of FLORIDA

County of Hillsborough

Personally appeared before me, the undersigned authority, THOMAS M SEWARD JR, who after first being sworn by me, affixed his/her signature in the space provided above on this 2nd day of APRIL, 1998.

[Signature]

My Commission Expires: December 21, 2001



BID SCHEDULE; SUBMITTED BY NICHTER CONTRACTING CORP

ALOHA UTILITIES
 LITTLE ROAD, PHASE IIIB
 (S.R. 54 TO PLATHE ROAD)
 C-9527.40
 BID NUMBER
 98-075

FROM: THOMAS M SECORD JR SIGNATURE: 

TO: PASCO COUNTY PURCHASING DEPT. DATE: APRIL 2, 1998
 8919 GOVERNMENT DRIVE
 NEW PORT RICHEY, FL 34654

WATER AND FORCE MAIN SYSTEM

ITEM NUMBER/DESCRIPTION		QUANTITY/ UNITS			UNIT PRICE	AMOUNT
101-1	Mobilization	1	1	LS	59,700 ⁰⁰	59,700 ⁰⁰
102-1	Maintenance of Traffic	1	1	LS	3000 ⁰⁰	3000 ⁰⁰
721-72	Water Service Connections (Group of 7)	1	1	LS	12,500 ⁰⁰	12,500 ⁰⁰
737-70-01	Locate Utility - Underground	20	1	EA	100 ⁰⁰	2000 ⁰⁰
737-70-02	Locate Utility - Under Pavement	7	1	EA	200 ⁰⁰	1400 ⁰⁰
1600-900-25	Remove Water Main (18" and Less)	1,171	1	LF	10.50	12,295.50
1611-140	Fittings - Water (DI Cement-Lined)	5.7	1	TN	5000 ⁰⁰	28,500 ⁰⁰
1613-140-718	8" DIP, CL 50 (Push-On)	365	1	LF	50 ⁰⁰	18,250 ⁰⁰
1613-140-721	12" DIP, CL 50 (Push-On)	3,020	1	LF	35 ⁰⁰	105,700 ⁰⁰
1617-140-718	8" DIP, CL 50 (Rest. Joint)	410	1	LF	52 ⁰⁰	21,320 ⁰⁰
1617-140-721	12" DIP, CL 50 (Rest. Joint)	1,050	1	LF	40 ⁰⁰	42,000 ⁰⁰
1619-170-06	1" or 2" PVC Pipe & Fittings	70	1	LF	10 ⁰⁰	700 ⁰⁰
1642-156-21	12" Gate Valve & Box	5	1	EA	1050 ⁰⁰	5250 ⁰⁰
1642-156-18	8" Gate Valve & Box	1	1	EA	625 ⁰⁰	625 ⁰⁰
1643-111-100	8" X 8" Tap, Valve, Sleeve & Box	5	1	EA	1500 ⁰⁰	7500 ⁰⁰
1644-133-91	Fire Hydrant 5 1/4" Valve	5	1	EA	2150 ⁰⁰	10,750 ⁰⁰
1645-800	Relocate Meter, Box & BFP	3	1	EA	750 ⁰⁰	2250 ⁰⁰
1647-01-09	Air Release Assembly (1")	2	1	EA	650 ⁰⁰	1300 ⁰⁰

ITEM NUMBER/DESCRIPTION		QUANTITY/ UNITS			UNIT PRICE	AMOUNT
1693-800	Meter Service Connections	3	/	EA	750. ⁰⁰	2250. ⁰⁰
721-73	Sewer Service Connections	1	/	LS	5000. ⁰⁰	5000. ⁰⁰
737-70-01	Locate Utility - Underground	16	/	EA	100. ⁰⁰	1600. ⁰⁰
737-70-02	Locate Utility - Under Put.	2	/	EA	200. ⁰⁰	400. ⁰⁰
1500-900-25	Remove Sewer Main (18" & Less)	885	/	LF	10. ⁵⁰	9292. ⁵⁰
1500-12	Fittings - Sewer (DI Cement-Lined)	2	/	TN	5000. ⁰⁰	10,000. ⁰⁰
1518-120-313	4" DIP, CL52 (Rest. Joint)	135	/	LF	40. ⁰⁰	5400. ⁰⁰
1512-120-318	8" DIP, CL52 (Push-On)	320	/	LF	46. ⁰⁰	14,720. ⁰⁰
1518-120-318	8" DIP, CL52 (Rest. Joint)	820	/	LF	48. ⁰⁰	39,360. ⁰⁰
1543-111-10	8" X 8" Tap, Valve, Sleeve & Box	6	/	EA	1500. ⁰⁰	9000. ⁰⁰
1543-111-10	8" X 4" Tap, Valve, Sleeve & Box	1	/	EA	1200. ⁰⁰	1200. ⁰⁰
1543-111-10	4" X 4" Tap, Valve, Sleeve & Box	1	/	EA	1100. ⁰⁰	1100. ⁰⁰
9600-1	Utility Contingency	1	/	LS	25,000.00	25,000.00
WATER AND FORCE MAIN TOTAL:					<u>458,363.⁰⁰</u>	

TRENCH SAFETY ACT COMPLIANCE FORM

BID NO.: 98-075

OPENING DATE: April 2, 1998, at 3:00 p.m.

TITLE: ALOHA UTILITIES - LITTLE ROAD, PHASE IIIB (S.R. 54 TO PLATHE ROAD)

PROJECT NUMBER: C-9527.40

BIDDER acknowledges that included in the various items of the Bid Schedule and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The BIDDER further identifies the costs as summarized below:

	<u>Trench Safety Measure (Description)</u>	<u>Units of Measure (LF, SY)</u>	<u>Units (Quantity)</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1.	<u>Sloning</u>	<u>LF</u>	<u>6000</u>	<u>1.00</u>	<u>6000.00</u>
2.	<u>Shoring</u>	<u>L.F.</u>	<u>6000</u>	<u>1.00</u>	<u>6000.00</u>
3.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
				Total	\$ <u>12,000.00</u>

NICHTER CONTRACTING CORP
Name of Firm

[Signature]
Authorized Signature

APRIL 2 1998
Date

PRESIDENT
Title

NOTE: Failure to complete and return this form may result in the BID being declared irregular.

REQUEST TO SUBCONTRACT

TO: Pasco County DATE: _____
Engineering Services Department
7530 Little Road
New Port Richey, FL 34654

REQUEST NO.: _____

PROJECT NAME: ALOHA UTILITIES
LITTLE ROAD, PHASE III B
(S.R. 54 TO PLATHE ROAD)

BID NUMBER: 98-075

In accordance with the General Provisions, SECTION 10, Paragraph 10.2, we request approval to SUBCONTRACT the items of WORK listed below to:

SUBCONTRACTOR'S NAME

ADDRESS CITY STATE ZIP

PHONE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL		_____

The proposed SUBCONTRACT complies with the requirements of the CONTRACT documents, including SPECIFICATIONS and SPECIAL PROVISIONS.

CONTRACT TOTAL _____

RESPECTFULLY SUBMITTED:

PREVIOUS REQUESTS _____

BIDDER/CONTRACTOR

THIS REQUEST _____

% TO DATE _____

BY: _____

Approval is hereby granted for subletting the above items of the CONTRACT as herein requested.

BY: _____ Date _____
BIPIN PARIKH, P.E.
ACA/ACTING COUNTY ENGINEER

CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

"I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the stormwater discharge activity from the construction site identified as part of this certification."

Furthermore, the CONTRACTOR will hold harmless the COUNTY for any and all violations of the General NPDES Permit conditions and the stormwater Pollution Prevention Control Plan.

NICHTER CONTRACTING CORP

Name of Firm

[Signature]

Authorized Signature

PRESIDENT

Title

Sworn to and subscribed before me this 2ND day of APRIL, 19 98.

Personally known X

Kellie Farrell

OR Produced identification _____

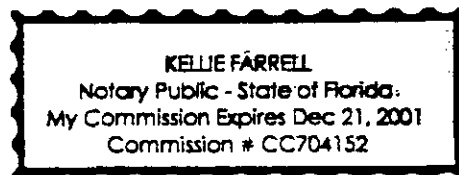
Notary Public - State of Florida

(Type of identification)

My commission expires December 21, 2001

Kellie Farrell

(Printed, typed, or stamped
commissioned name of notary public)




CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All BIDDERS must disclose with their BID the name of any officer, director, or agent who is also an employee of Pasco County, Florida. Further, all BIDDERS must disclose the name of any Pasco County employee who owns, directly or indirectly, an interest of five (5) percent or more in the BIDDER'S firm or any of its branches.

<u>NAME</u>	<u>CONFLICT</u>
NONE	

I certify that this BID is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a BID for the same WORK, MATERIALS, supplies, or EQUIPMENT, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this BID and certify that I am authorized to sign this BID for the BIDDER.

NICHTER CONTRACTING CORP
BIDDER'S NAME

BY: 
NAME: THOMAS M SECORD JR
TITLE: PRESIDENT

NOTE: See Part 8 of Instructions to Bidders as found in the General Provisions.

DRUG-FREE WORK PLACE

In case of tie BIDS, preference must be given to vendors submitting a certification with their BID/PROPOSAL certifying they have a drug-free work place in accordance with SECTION 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your BID.

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that:

NICHTER CONTRACTING CORP

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business' policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee-assistance programs, and the penalties that may be imposed upon employees for drug-abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID, a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement, and will notify the employer of any conviction, plea of guilty, or nolo contendere to any violation of Chapter 1893, or of any controlled substance law of the United States or any state for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free work place through implementation of this SECTION.

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



BIDDER'S Signature

APRIL 2, 1998

Date

AFFIDAVIT OF INVESTIGATIVE FINDINGS

I, THOMAS M SECORD JR, as PRESIDENT

of NICTER CONTRACTING CORP in submitting this BID do hereby attest to the fact that I have reviewed and understand fully all aspects of the Contract Documents. I, or a responsible employee(s) of the organization, have/has observed the project and general surroundings of the project. As a responsible professional experienced in UTILITY construction, I have investigated fully any and all existing conditions, both above and below ground, which will have a bearing on the construction effort required by these documents. The following investigative efforts have been exerted. I have canvased all the existing utilities and CANDY to ascertain the extent of any such interferences, and any schedule that may have to relocate utilities. I have made inquiries from the County and/or any independent representative of the County to ascertain whether or not the County had any additional information that was not included with the plans. Following is a detailed list of any efforts:

[Handwritten Signature]

(Signature)

Sworn to and subscribed before me this 2ND day of APRIL, 19 98.

Personally known THOMAS M SECORD JR

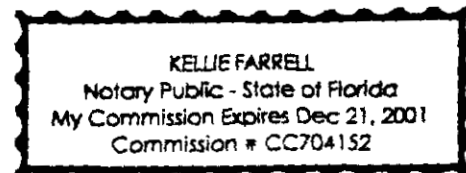
OR Produced identification _____

[Handwritten Mark]
(Type of identification)

Notary Public, State of Florida

My commission expires December 21, 2001

Kellie Ferrell
(Printed, typed, or stamped commissioned name of notary public)





BOARD OF COUNTY COMMISSIONERS

- 38053 Live Oak Avenue - Dade City, Florida 33523
(352) 521-4111 - FAX (352) 521-4105
- 7530 Little Road - New Port Richey, Florida 34654
(813) 847-8100 - FAX (813) 847-8969

Sylvia Young
Chairman
Ann Hildebrand
Vice-Chairman
Pat Mulieri, Ed. D.
Ed Collins
David "Hap" Clark

April 7, 1998

VIA CERTIFIED MAIL # P284 743 016

Mr. John R. Jenkins
Rose, Sundstrom and Bentley, LLP
2548 Blainstone Pine Drive
Tallahassee, FL 32301

RE: Little Road: Aloha Utility Relocation
Phase IIIB & Phase IIIC

Dear Mr. Jenkins:

Statutory notices have been given to Aloha Utilities to have Aloha relocate its facilities pursuant to a statutory duty. However, Aloha has not relocated its facilities in the time stated in the statute and pursuant to Chapter 337, Florida Statutes it has become apparent that Pasco County must proceed to cause the utility to be removed and/or cause a change in location of the affected facility.

Pasco County has bid Aloha's relocations and received bids. The apparent low bidder is Kimmins Contracting Corp. who quoted the project at a cost of \$332,943.00, based upon unit prices for the estimated quantities. Additionally, costs associated with the relocation are estimated to be approximately \$50,000.00. Copies of all the bids submitted by the contractors are being submitted to you for your reference.

PURSUANT TO SECTION 337.404 PLEASE CONSIDER THIS LETTER AN ORDER REQUIRING THE PAYMENT OF ALL COSTS ASSOCIATED WITH THE RELOCATION OF ALOHA'S FACILITIES.

APR 13 1998
Rose, Sundstrom
& Bentley

Mr. John R. Jenkins
April 7, 1998
Page 2

In addition, please consider this letter as notice by which you may appear before the Board of County Commissioners of Pasco County, concerning the reasonableness of this Order to Pay. Said notice is being provided pursuant to Section 337.404(1), Florida Statutes, and the Board has scheduled time during the Board meeting scheduled for 6:30 p.m. on May 5, 1998, at the West Pasco Government Center, 7530 Little Road, New Port Richey, Florida.

At the Board meeting you or a representative of Aloha will be permitted to address the Board concerning this issue and should you so desire "contest the reasonableness of the Order of Pasco County." The Board, based upon your representations, the recommendations of staff, all information provided, and its own reasonable judgment, may at that time award the bid and enter a Final Order pursuant to Section 337.404(2), Florida Statutes.

Should the utility owner or the owner's representative not appear, the determination of the costs to the owners shall be final. A final order shall constitute a lien on any property of the owner and may be enforced by filing an authenticated copy of the order in the office of the Clerk of the Circuit Court of the county wherein the owner's property is located.

Should you have any questions concerning this matter prior to May 5, 1998, please contact the County Engineer, Bipin Parikh at 813-847-8132, or Assistant County Attorney, Bernard Telatovich.

Sincerely,



Sylvia Young
Chairman

SY/BMT/ab
Enclosures

cc: The Honorable Ann Hildebrand, Vice-Chairman,
Board of County Commissioners (w/out enclosures)
The Honorable Pat Mulieri, Ed.D.,
Board of County Commissioners (w/out enclosures)
The Honorable Ed Collins,
Board of County Commissioners (w/out enclosures)
The Honorable David "Hap" Clark,
Board of County Commissioners (w/out enclosures)

Mr. John R. Jenkins
April 7, 1998
Page 3

John J. Gallagher
County Administrator (w/out enclosures)
Bernard M. Telatovich,
Assistant County Attorney (w/out enclosures)
Bipin Parikh, P.E.,
County Engineer (w/out enclosures)
Kimmins Contracting Corp. (w/out enclosures)

LAW OFFICES
ROSE, SUNDBSTROM & BENTLEY, LLP

2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

(850) 877-6555

CHRIS H. BENTLEY, P.A.
F. MARSHALL DETERDING
BRIAN L. DOSTER
MARTIN S. FRIEDMAN, P.A.
JOHN R. JENKINS, P.A.
STEVEN T. MENDLIN, P.A.
DAREN L. SHIPPY
WILLIAM E. SUNDBSTROM, P.A.
DIANE D. TREMOR, P.A.
JOHN L. WHARTON

MAILING ADDRESS
POST OFFICE BOX 1567
TALLAHASSEE, FLORIDA 32302-1567

TELECOPIER (850) 656-4029

May 18, 1998

ROBERT M. C. ROSE
OF COUNSEL

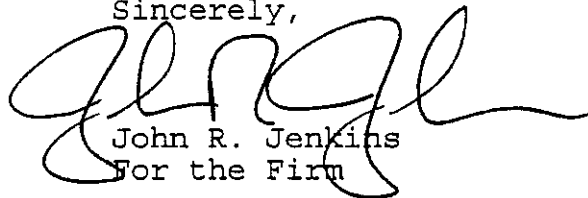
Bernard Telatovich, Esquire
Assistant County Attorney
West Pasco Government Center
Suite 340
7530 Little Road
New Port Richey, Florida 34654

Re: Aloha Utilities, Inc.;
Little Road Resolution
Our File No. 26038.25

Dear Bernard:

I have not yet received an executed copy of the Final Order Constituting a Lien on Property of Aloha Utilities, Inc., issued pursuant to the Resolution of the Board of County Commissioners of Pasco County dated May 5, 1998. Please forward a copy at your earliest convenience. Should you have any questions regarding this request, please feel free to call.

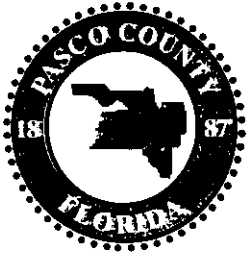
Sincerely,



John R. Jenkins
For the Firm

JRJ:sn

cc: Mr. Steve Watford



PASCO COUNTY, FLORIDA

Office of the County Attorney

Karla A. Stetter
County Attorney

Peter Wansboro
Bernard M. Telatovich
Teresa E. Parrino
Barbara L. Wilhite
Edward B. Cole

June 1, 1998

Mr. John R. Jenkins
Rose, Sundstrom and Bentley, LLP
2548 Blairstone Pine Drive
Tallahassee, FL 32301

RE: Aloha Utilities
Little Road, Phase IIIB
(S.R. 54 to Plathe Road)
Contract Number: 98-075

Dear Mr. Jenkins:

Pursuant to your request enclosed please find the Agreement on the above-referenced project.

Should you have any questions or if I can be of any further assistance, please feel free to contact me.

Sincerely,

Barbara L. Wilhite
Chief Assistant County Attorney

BLW/ab
Enclosure

cc: William G. Munz, Chief Assistant County Administrator
Bipin Parikh, P.E., County Engineer

bt letters\jenkins4.1tr\BLW:AB

AGREEMENT

This Agreement made by and between THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter called the COUNTY, and Kimmins Contracting Corporation, whose address is 1501 - 2nd Avenue, Tampa, Florida 33605, hereinafter called the CONTRACTOR,

WITNESSETH, the COUNTY and CONTRACTOR for consideration hereinafter named agree to the following:

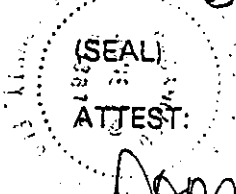
- 1. **THE CONTRACT** - The Notice to BIDDERS, Instructions to BIDDERS, PROPOSAL, BID BOND, Letter of Intent, General Provisions, SPECIAL PROVISIONS, Technical SPECIFICATIONS, and PLANS and SPECIFICATIONS, together with this Agreement, the NOTICE TO PROCEED, the PERFORMANCE BOND, the PAYMENT BOND, and any CHANGE ORDER or SUPPLEMENTAL AGREEMENT hereafter issued or executed, shall constitute the CONTRACT, and they are as fully part of the CONTRACT as if herein repeated and the same shall also be known as the CONTRACT Documents.
- 2. **SCOPE OF WORK** - The CONTRACTOR shall furnish all MATERIALS and perform all the WORK on the PLANS and described in the SPECIFICATIONS entitled:
 - 2.1 **PROJECT Name: Aloha Utilities - Little Road, Phase IIIB (S.R. 54 to Plathe Road)**
 - 2.2 **PROPOSAL, BID/CONTRACT Number: 98-075**
 and shall do everything required by the CONTRACT.
- 3. **THE CONTRACT SUM** - The COUNTY shall pay the CONTRACTOR Three Hundred Thirty-Two Thousand Nine Hundred Forty-Three and 00/100 Dollars (\$332,943.00) for the performance of the CONTRACT at the time and in the manner set forth and subject to additions and deductions provided therein in current funds per the PROPOSAL, BID NUMBER 98-075.
- 4. **TIME OF COMPLETION** - The WORK to be performed under this CONTRACT shall be commenced after the execution of the CONTRACT on the date specified in the NOTICE TO PROCEED and shall be completed within 100 CALENDAR DAYS.

It is mutually agreed between the parties hereto, that from the compensation otherwise to be paid hereunder, the COUNTY may retain the sum of One Thousand and 00/100 Dollars (\$1,000.00) for each CALENDAR DAY beyond the CONTRACT TIME that the WORK remains uncompleted. This sum is agreed upon as the proper measure of liquidated damages which the COUNTY will sustain per diem by the failure of the CONTRACTOR to complete the WORK within the time stipulated, and this sum is not to be construed in any sense to be a penalty.

- 5. **PARTIAL PAYMENTS** - If the CONTRACTOR is making satisfactory progress with the WORK, the CONTRACTOR shall prepare monthly progress payments of the amount of WORK done or completed. The monthly progress payments will be presented to the COUNTY ENGINEER in accordance with Part 1, General Provisions, SECTION 9, Measurement and Payment, Paragraph 4, Partial Payments, for review. Upon his/her recommendation, the CONTRACTOR shall receive payment within thirty (30) days of approval by the Pasco County Board of County Commissioners of the invoice. This payment shall be less a ten (10) percent retainage unless said retainage is otherwise modified in the SPECIAL PROVISIONS of the CONTRACT Documents.

- 6. FINAL PAYMENT - The final payment will be made upon completion of the WORK under this CONTRACT and acceptance by the COUNTY. The CONTRACTOR shall receive final payment, including the amount previously retained, within thirty (30) days of acceptance by the COUNTY.
- 7. GUARANTEE - The CONTRACTOR warrants each PROJECT to be free from defects in MATERIAL and workmanship for a period of one (1) year from the date of Final Acceptance by the COUNTY ENGINEER and will repair or replace any defective MATERIAL without charge, provided notice is given in writing by the COUNTY ENGINEER during the life of this Guarantee.

In witness whereof, the parties hereto have executed this Agreement on this 5th day of May, 1998, in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original CONTRACT.



Donalee Schmidt/dc
 JED PITTMAN
 CLERK TO THE BOARD

05/05/98
 Date

PASCO COUNTY, BY AND THROUGH ITS
 BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
 CHAIRMAN, PASCO COUNTY BOARD
 OF COUNTY COMMISSIONERS
APPROVED

MAY 05 1998

ATTEST:
 By: [Signature]
 Title: Jeffrey A. Norris, Asst. Secretary

Date: April 15, 1998

Kimmins Contracting Corp.
 (CONAME)
 By: [Signature]
 Title: John V. Simon, Jr., President

Date: April 15, 1998

LAW OFFICES
ROSE, SUNDSTROM & BENTLEY, LLP

2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

(850) 877-6555

CHRIS H. BENTLEY, P.A.
F. MARSHALL DETERDING
MARTIN S. FRIEDMAN, P.A.
JOHN R. JENKINS, P.A.
STEVEN T. MINDLIN, P.A.
DAREN L. SHIPPY
WILLIAM E. SUNDSTROM, P.A.
DIANE D. TREMOR, P.A.
JOHN L. WHARTON

September 4, 1998

MAILING ADDRESS
POST OFFICE BOX 1567
TALLAHASSEE, FLORIDA 32302-1567

TELECOPIER (850) 656-4029

ROBERT M. C. ROSE
OF COUNSEL

Barbara L. Wilhite, Esquire
Chief Assistant County Attorney
Pasco County, Florida
Office of the Pasco County Attorney
7530 Little Road, Suite 340
New Port Richey, Florida 34654

Re: Aloha Utilities, Inc.;
Little Road Widening Project
Our File No. 26038.25

Dear Barbara:

Pursuant to our discussions earlier today, the following is a brief outline of the proposal for the parties to proceed on a cooperative basis with the Little Road widening project:

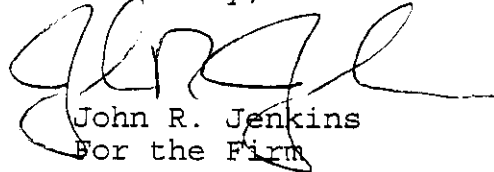
1. The Utility will sign off on Change Order No. 1 proposed by the County in the amount of \$37,775. The Company will promptly respond to additional change orders on the project.
2. The County will readdress the \$50,000 administrative fee to determine, now that the project is underway, whether a lower fee than originally estimated is warranted;
3. The Utility will withdraw its Petition for Writ of Certiorari and pleadings in response to the recent court action on this matter;
4. The parties will establish a procedure in which the County forwards contractor invoices to Aloha for review and payment and the Utility either pays the County or the contractor directly;
5. Upon completion of construction and execution of an Affidavit of No Lien by the contractor, the County will convey the facilities to the Utility and file a release of the County lien in the public records; and
6. The parties will use their best efforts to cooperate on completion of the balance of the Little Road project.

Barbara L. Wilhite, Esquire
September 4, 1998
Page 2

I am providing this to my client at the same time I am providing it to you, and will promptly advise you of any concerns they have with the accuracy of this letter. However, this reflects my prior discussions with Aloha regarding this issue.

Thank you for the cooperation you have shown regarding this matter. Once you have had an opportunity to review this with your client, please give me a call to determine how we may proceed.

Sincerely,



John R. Jenkins
For the Firm

JRJ:sn



Karla A. Stetter
County Attorney

PASCO COUNTY, FLORIDA

Office of the County Attorney

Barbara L. Wilhite
Edward B. Cole
Teresa E. Parrino
Bernard M. Telatovich
John A. Cauro

RECEIVED

SEP 11 1998

Rose, Sundstrom
& Bentley

VIA FACSIMILE TO 850-656-4029
AND REGULAR U.S. MAIL

September 8, 1998

John R. Jenkins, Esq.
Rose, Sundstrom & Bentley, LLP
2548 Blaiirstone Pines Drive
Tallahassee, Florida 32301

Re: Aloha Utilities, Inc. v. Pasco County
Circuit Court Case No. 98-3419CA/P

Dear John:

This letter will confirm our telephone conversation of today wherein you advised that your client, Aloha Utilities, Inc., approves of and agrees to Change Order No. 1 to Contract No. 98-075 in the amount of \$37,775.00, and that we can represent your client's agreement to the change order to the Board of County Commissioners tomorrow.

As to your letter to me, dated September 4, 1998, we were pleased to receive your proposal to proceed on a cooperative basis and we are working on a response. We are hopeful to have a response to you today.

Very truly yours,

Barbara L. Wilhite
Chief Assistant County Attorney

BLW:lp

cc: John J. Gallagher, County Administrator
Bipin Parikh, P.E., ACA, Development Services

LAW OFFICES
ROSE, SUNDBSTROM & BENTLEY, LLP

2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

(850) 877-6555

CHRIS H. BENTLEY, P.A.
E. MARSHALL DETERDING
MARTIN S. FRIEDMAN, P.A.
JOHN R. JENKINS, P.A.
STEVEN T. MINDLIN, P.A.
DAREN L. SHIPPY
WILLIAM E. SUNDBSTROM, P.A.
DIANE D. TREMOR, P.A.
JOHN L. WHARTON

MAILING ADDRESS
POST OFFICE BOX 1567
TALLAHASSEE, FLORIDA 32302-1567

TELECOPIER (850) 656-4029

September 9, 1998

ROBERT M. C. ROSE
OF COUNSEL

Barbara L. Wilhite, Esquire
Chief Assistant County Attorney
Pasco County, Florida
Office of the Pasco County Attorney
7530 Little Road, Suite 340
New Port Richey, Florida 34654


Re: Aloha Utilities, Inc.;
Little Road Widening Project
Our File No. 26038.25

Dear Barbara:

I am in receipt of your letter dated September 8, which I was disappointed to see did not address any of the points we discussed which were favorable to my client, Aloha Utilities, Inc.

In an effort to bring this matter to a close, I would appreciate it if you would schedule a meeting between our clients at which you have in attendance Mr. Gallagher, or someone who has authority to make a decision in this matter on behalf of the County subject to Commission approval.

Sincerely,



John R. Jenkins
For the Firm

*Dictated by Mr. Jenkins but signed in
his absence to avoid delay in mailing.*

JRJ:sn

cc: Mr. Stephen Watford



PASCO COUNTY, FLORIDA

Office of the County Attorney

Karla A. Stetter
County Attorney

Barbara L. Wilhite
Edward B. Cole
Teresa E. Parrino
Bernard M. Telatovich
John A. Cautero

VIA FACSIMILE TO 850-656-4029
AND REGULAR U.S. MAIL

September 11, 1998

REC / ED

SEP 17 1998

John R. Jenkins, Esq.
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

Rose, Sundstrom
& Bentley

Re: Aloha Utilities, Inc. v. Pasco County
Circuit Court Case No. 98-3419CA/P

Dear John:

I am in receipt of your letter dated September 4, 1998. We were pleased to receive your proposal to proceed on a cooperative basis and would be agreeable, subject to Board approval, to so proceed upon the following terms:

1. Aloha agrees to promptly respond to Pasco County on any additional change orders to Contract No. 98-075 and agrees to pay Pasco County for any additional change orders within thirty (30) days of payment by Pasco County.
2. Aloha agrees to pay Pasco County as follows:
 - a. On or before October 9, 1998, Aloha agrees to pay Pasco County the total sum of \$40,000.00 as settlement in full of Pasco County's costs for administration and inspection of Contract No. 98-075/Project No. C-9527.40.
 - b. Additionally, Aloha agrees to pay Pasco County the original contract amount of \$332,943.00 for the Kimmins Contracting Corporation Contract No. 98-075 plus Change Order No. 1 for Contract No. 98-075 in the amount of \$37,775.00, for a total sum of \$370,718.00, payable as follows:
 - (1) Aloha shall pay to Pasco County on or before October 9, 1998 the sum of \$197,779.00;

September 11, 1998
Re: Aloha v. Pasco
Page Two.

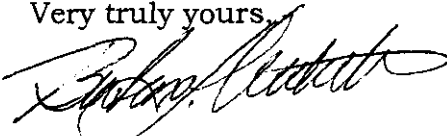
- (2) Aloha shall pay to Pasco County on or before November 9, 1998, the sum of \$57,646.33;
 - (3) Aloha shall pay to Pasco County on or before December 9, 1998 the sum of \$57,646.33;
 - (4) Aloha shall pay to Pasco County on or before January 9, 1999 the sum of \$57,646.33;
3. Aloha agrees to dismiss with prejudice its petition for certiorari filed in the Sixth Judicial Circuit Court in and for Pasco County, Florida, Case No. 98-3419CA, Division P, with each party to bear their respective costs and attorney's fees.
4. Pasco County agrees to convey the facilities constructed pursuant to Contract No. 98-075/Project No. C-9527.40 to Aloha and to file a Release of Lien in the public records of Pasco County contingent upon and subject to the following conditions precedent:
 - a. Receipt by Pasco County of an Affidavit of No Lien by Kimmins Contracting Corporation for Project No. C-9527.40; and
 - b. Written Final Acceptance of Project No. C-9527.40 (Contract No. 98-075) by Pasco County; and
 - c. Payment in full by Aloha to Pasco County of the following:
 - (1) Kimmins Contracting Corporation Contract No. 98-075 in the amount of \$332,943.00; and
 - (2) Change Order No. 1 to Contract No. 98-075 in the amount of \$37,775.00; and
 - (3) Any additional change order(s) to Contract No. 98-075; and
 - (4) The sum of \$40,000.00 as set forth in paragraph 2a. above for Pasco County's costs for administration and inspection of Contract No. 98-075.
5. Aloha agrees to use their best efforts to cooperate on completion of the balance of Project No. C-9527.40.

September 11, 1998
Re: Aloha v. Pasco
Page Three.

6. Payment by Aloha pursuant to this proposal and as set forth in paragraph 2 is in settlement of the original contract amount for the Kimmins Contract No. 98-075, Change Order No. 1, and Pasco County's costs for administration and inspection of Contract No. 98-075. Sums due under additional change order(s) to the contract, if any, and/or for third party claims, if any, are not settled, compromised, waived, or otherwise released by this proposal.

The terms set forth in the preceding paragraph are submitted for the purpose of settlement only and nothing herein shall be construed to be an admission or waiver of any of Pasco County's rights or remedies.

Very truly yours,



Barbara L. Wilhite
Chief Assistant County Attorney

BLW:lp

cc: John J. Gallagher, County Administrator
Bipin Parikh, P.E., ACA, Development Services
Bernard M. Telatovich, Assistant County Attorney

LAW OFFICES
ROSE, SUNDSTROM & BENTLEY, LLP

2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

(850) 877-6555

CHRIS H. BENTLEY, P.A.
F. MARSHALL DETERDING
MARTIN S. FRIEDMAN, P.A.
JOHN R. JENKINS, P.A.
STEVEN T. MENDLIN, P.A.
DAREN L. SHIPPY
WILLIAM E. SUNDSTROM, P.A.
DIANE D. TREMOR, P.A.
JOHN L. WHARTON

September 24, 1998

MAILING ADDRESS
POST OFFICE BOX 1567
TALLAHASSEE, FLORIDA 32302-1567

TELESCOPIER (850) 656-4029

ROBERT M. C. ROSE
OF COUNSEL

Barbara L. Wilhite, Esquire
Chief Assistant County Attorney
Pasco County, Florida
Office of the Pasco County Attorney
7530 Little Road, Suite 340
New Port Richey, Florida 34654

Re: Aloha Utilities, Inc.;
Little Road Line Relocation
Our File No. 26038.25

Dear Barbara:

Thank you for your letter of September 11 regarding settlement of the Little Road line relocation project. It appears from your letter that you have carefully considered and addressed the concerns of the County in this matter. I will try to do the same for Aloha Utilities, Inc. as follows:

1. The Utility can agree to promptly respond to additional change orders, but cannot agree in advance to pay for any additional change orders.

2.a. We appreciate the \$10,000 reduction, although the positive impact of this concession may have been lost in the many conditions set forth in the letter. Perhaps your client would consider evenly dividing the original \$50,000 administration fee, with Aloha paying \$25,000.

2.b. We had discussed a payment schedule which tracks the construction draw schedule. Please let me know if that is the case. Also, your letter does not state this, but I assume that in exchange for payment the County will insure that the work is in fact completed according to some agreed upon plans or standard.

3. The Utility may dismiss the Petition without prejudice upon agreement of the parties, or with prejudice when the project is completed, payment made, and the facility conveyed to the Utility.

Barbara L. Wilhite, Esquire
September 24, 1998
Page 2

4. The conditions for release of lien appear acceptable, provided the County is not in a position to unilaterally withhold written final acceptance of the project, and thereby the release of lien, if all other conditions have been met.

5. I am sure you intend for the best efforts standard to apply to both Aloha and the County.

My client is unavailable this week, but I believe this letter reflects the position of the Company. I will provide you with any additional comments as necessary.

Sincerely,



John R. Jenkins
For the Firm

*Dictated by Mr. Jenkins but signed in
his absence to avoid delay in mailing.*

JRJ:sn

cc: Mr. Stephen Watford

EXHIBIT "D"

ALOHA UTILITIES, INC.
PSC DOCKET NO. 980245-WS
Little Road Line Relocation

ESTIMATE OF LEGAL FEES AND COSTS TO COMPLETE THROUGH PAA*
Rose, Sundstrom & Bentley, LLP

<u>Description</u>	<u>Hours</u>	<u>Out-of Pocket</u>	<u>Total Fees and Costs</u>
1) Telephone Conference and written correspondence with staff. Review and respond to staff inquiries; telephone conferences and written correspondence with client, engineer and accountants re: same and re: effect of audit on same.	20.0 <u>@\$175.00</u> 3,500.00		
Copies, postage, express mail, telephone.		300.00	3,800.00
2) Review Staff Recommendation in detail; letter to Utility and analyzing effects of same and components of same; telephone conferences and letters to accountants, Utility personnel, Engineer and officers in preparing information for submittal to the Commission in response to adjustments and for preparation of presentation at Agenda Conference on PAA; attendance at PAA Agenda Conference; preparation of materials for presentation at same.	36.0 <u>@\$175.00</u> 6,300.00		
Copies, postage, express mail, telephone.		400.00	6,700.00
3) Review PAA order; letter to client re: same and re: obligations relative to customer noticing; potential for procedure re: protest of same; final review; telephone conferences and correspondence with client re: effects of same; telephone conferences with Clerk at protest date; letter to client re: same if no protest; final preparation of customer notice and tariffs; coordinate and finalize same; work with client re: tariff and rate implementation and reports to PSC.	28.0 <u>@\$175.00</u> 4,900.00		
Copies, postage, express mail, telephone.		300.00	5,200.00
TOTAL ESTIMATED FEES AND COSTS FROM _____ THROUGH PAA	<u>14,700.00</u>	<u>1,000.00</u>	<u>15,700.00</u>

*Assuming no protest of PAA. If any additional meetings, hearings, or substantial inquiries occur, updated estimates would be required.

ALOHA UTILITIES, INC.
DOCKET NO. 980245-WS
Little Road Line Relocation

SCHEDULE OF FEES AND COSTS
09/97-10/98

<u>Invoice Date</u>	<u>Hours</u>	<u>Fees</u>	<u>Costs</u>	<u>Total</u>
09/97	.60	\$ 105.00	\$ 3.90	\$ 108.90
10/97	12.10	2,117.50	2.31	2,119.81
11/97	10.20	1,785.00	47.40	1,832.40
12/97	6.20	1,085.00	48.72	1,133.72
01/98	11.20	1,845.00	48.00	1,893.00
02/98	4.50	787.50	4,502.45	5,289.95
03/98	26.40	4,620.00	100.62	4,720.62
04/98	17.10	2,812.75	26.60	2,839.35
05/98	6.60	1,079.00	62.30	1,141.30
06/98	22.10	3,604.50	632.69	4,237.19
07/98	17.10	2,871.50	565.54	3,437.04
08/98	14.50	1,559.00	48.31	1,607.31
09/98	4.50	550.50	41.16	591.66
10/98	<u>6.80</u>	<u>1,190.00</u>	<u>52.39</u>	<u>1,242.39</u>
Total	<u>153.10</u>	<u>26,012.25</u>	<u>6,182.39</u>	<u>32,194.64</u>
Estimated to Complete Per Attached		<u>14,700.00</u>	<u>1,000.00</u>	<u>15,700.00</u>
Total Actual and Estimated Expenses Through PAA		<u>40,712.25</u>	<u>7,182.39</u>	<u>47,894.64</u>

Aloha Utilities, Inc.
Limited Proceeding- Little Road Line Relocation Costs
Actual And Estimated Accounting And Legal Expenses

Total Estimated Accounting Expenses	\$ 6,745
Total Estimated Legal Expense	47,895
Total Filing Fees Paid	<u>4,500</u>
Total Actual And Estimated Expenses	<u>\$ 59,140</u>

Aloha Utilities, Inc.
 Limited Proceeding - Little Road Line Relocation
 Summary Of Accounting Expenses

<u>Cronin, Jackson, Nixon & Wilson, CPAs</u>	Invoice		Out Of Pocket	
Actual Expense Incurred:	<u>Date</u>	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
Feb., 1998	3/16/98	\$ 3,519	\$ 401	\$ 3,920
May, 1998	6/12/98	225		225
Total Actual Expense		3,744	401	4,145
Estimate To Complete:				
Answer Staff questions/data requests-				
R. Nixon - 8hrs. @ \$150		1,200	100	1,300
Conferences with client/attorney-				
R. Nixon- 4hrs. @ \$150		600	75	675
Review Staff Recommend./Final Order				
R. Nixon- 4hrs. @ \$150		600	25	625
Total Estimate To Complete		2,400	200	2,600
Total Actual & Estimated Accounting Expense		\$ 6,144	\$ 601	\$ 6,745

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 W. McBARRON, C.P.A.
ROBERT C. NIXON, C.P.A.
TRACY A. RIZZO, C.P.A.
HOLLY M. TOWNER, C.P.A.
JAMES L. WILSON, C.P.A.

2560 GULF-TO-BAY BOULEVARD
SUITE 200
CLEARWATER, FLORIDA 33765-4419
(813) 791-4020
FACSIMILE
(813) 797-3602

COPY

I N V O I C E

March 16, 1998

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

#110

For professional services rendered during
February, 1998, as follows:

1. Preparation and review of Limited Proceeding schedules for Little Road Line Relocation project	\$3,518.75
2. Partial billing for work completed on the 1997 PSC Annual Report	787.50
3. Adjustments and analysis of CIAC and accumulated amortization	750.00
4. Review Staff Recommendation on 1996 gross-up refund report and discuss same with Mr. Deterding	150.00
5. Telephone, postage, Federal Express charges, and copies	<u>401.22</u>
Total	<u>\$5,607.47</u>

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 W. McBARRON, C.P.A.
ROBERT C. NIXON, C.P.A.
TRACY A. RIZZO, C.P.A.
HOLLY M. TOWNER, C.P.A.
JAMES L. WILSON, C.P.A.

COPY

2560 GULF-TO-BAY BOULEVARD
SUITE 200
CLEARWATER, FLORIDA 33765-4419
(813) 791-4020
FACSIMILE
(813) 797-3602

I N V O I C E

June 12, 1998

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

#110

For professional services rendered during
May, 1998, as follows:

1. Conference with PSC Staff (Merchant) regarding revision to two Annual Report pages, PSC Audit, and schedule showing calculation of balance sheet working capital	\$ 787.50
2. Review timing of proposed Seven Springs water system improvements, conferences with Mr. Porter, letter regarding timing of rate cases or limited proceedings, conferences with Mr. Deterding	2,100.00
3. Documentation of utility plant in service and accumulated depreciation and CIAC from 1976 through 1997	3,637.50
4. Review bids and revised cost estimates for the Little Road line relocation project and limited proceeding	225.00
5. Partial billing for preparation of the 1997 state and federal income tax returns	937.50
6. Telephone, postage, and copies	<u>34.11</u>
Total	<u>\$7,721.61</u>

ALOHA UTILITIES, INC.
DOCKET NO. 980245-WS
Little Road Line Relocation

SCHEDULE OF FEES AND COSTS
09/97-10/98

<u>Invoice Date</u>	<u>Hours</u>	<u>Fees</u>	<u>Costs</u>	<u>Total</u>
09/97	.60	\$ 105.00	\$ 3.90	\$ 108.90
10/97	12.10	2,117.50	2.31	2,119.81
11/97	10.20	1,785.00	47.40	1,832.40
12/97	6.20	1,085.00	48.72	1,133.72
01/98	11.20	1,845.00	48.00	1,893.00
02/98	4.50	787.50	4,502.45	5,289.95
03/98	26.40	4,620.00	100.62	4,720.62
04/98	17.10	2,812.75	26.60	2,839.35
05/98	6.60	1,079.00	62.30	1,141.30
06/98	22.10	3,604.50	632.69	4,237.19
07/98	17.10	2,871.50	565.54	3,437.04
08/98	14.50	1,559.00	48.31	1,607.31
09/98	4.50	550.50	41.16	591.66
10/98	<u>6.80</u>	<u>1,190.00</u>	<u>52.39</u>	<u>1,242.39</u>
Total	<u>153.10</u>	<u>26,012.25</u>	<u>6,182.39</u>	<u>32,194.64</u>
Estimated to Complete Per Attached		<u>14,700.00</u>	<u>1,000.00</u>	<u>15,700.00</u>
Total Actual and Estimated Expenses Through PAA		<u>40,712.25</u>	<u>7,182.39</u>	<u>47,894.64</u>

ALOHA UTILITIES, INC.
PSC DOCKET NO. 980245-WS
Little Road Line Relocation

ESTIMATE OF LEGAL FEES AND COSTS TO COMPLETE THROUGH PAA*
Rose, Sundstrom & Bentley, LLP

<u>Description</u>	<u>Hours</u>	<u>Out-of-Pocket</u>	<u>Total Fees and Costs</u>
1) Telephone Conference and written correspondence with staff. Review and respond to staff inquiries; telephone conferences and written correspondence with client, engineer and accountants re: same and re: effect of audit on same.	20.0 <u>@\$175.00</u> 3,500.00		
Copies, postage, express mail, telephone.		300.00	3,800.00
2) Review Staff Recommendation in detail; letter to Utility and analyzing effects of same and components of same; telephone conferences and letters to accountants, Utility personnel, Engineer and officers in preparing information for submittal to the Commission in response to adjustments and for preparation of presentation at Agenda Conference on PAA; attendance at PAA Agenda Conference; preparation of materials for presentation at same.	36.0 <u>@\$175.00</u> 6,300.00		
Copies, postage, express mail, telephone.		400.00	6,700.00
3) Review PAA order; letter to client re: same and re: obligations relative to customer noticing; potential for procedure re: protest of same; final review; telephone conferences and correspondence with client re: effects of same; telephone conferences with Clerk at protest date; letter to client re: same if no protest; final preparation of customer notice and tariffs; coordinate and finalize same; work with client re: tariff and rate implementation and reports to PSC.	28.0 <u>@\$175.00</u> 4,900.00		
Copies, postage, express mail, telephone.		300.00	5,200.00
TOTAL ESTIMATED FEES AND COSTS FROM _____ THROUGH PAA	<u>14,700.00</u>	<u>1,000.00</u>	<u>15,700.00</u>

*Assuming no protest of PAA. If any additional meetings, hearings, or substantial inquiries occur, updated estimates would be required.