

ORIGINAL

LAW OFFICES  
ROSE, SUNDSTROM & BENTLEY, LLP  
2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301

FREDERICK L. ASCHAUER, JR.  
CHRIS H. BENTLEY, P.A.  
ROBERT C. BRANNAN  
DAVID F. CHESTER  
F. MARSHALL DIETTERDING  
JOHN R. JENKINS, P.A.  
STEVEN T. MINDLIN, P.A.  
CHASITY H. O'STEEN  
DAREN L. SHIPPY  
WILLIAM E. SUNDSTROM, P.A.  
DIANE D. TREMOR, P.A.  
JOHN L. WHARTON  
ROBERT M. C. ROSE, OF COUNSEL  
WAYNE L. SCHIEFELBEIN, OF COUNSEL

(850) 877-6555  
FAX (850) 656-4029  
www.rsbatorneys.com

CENTRAL FLORIDA OFFICE  
SANLANDO CENTER  
2180 W. STATE ROAD 434, SUITE 2118  
LONGWOOD, FLORIDA 32779  
(407) 830-6331  
FAX (407) 830-8522

REPLY TO CENTRAL FLORIDA OFFICE

MARTIN S. FRIEDMAN, P.A.  
VALERIE L. LORD  
BRIAN J. STREET

November 3, 2005

HAND DELIVERY

Ms. Blanca Bayo  
Commission Clerk and Administrative Services Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

RECEIVED FPSC  
NOV - 3 AM 10: 25  
COMMISSION  
CLERK

Re: Docket No.: 050281-SU; Application of Plantation Bay Utility Company for Increase  
in Water and Wastewater Rates in Volusia County, Florida  
Our File No.: 36062.06

Dear Ms. Bayo:

Plantation Bay Utility Company (the *Utility*) provides the following responses to the  
Staff's Third Set of Data Requests dated October 20, 2005:

- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_
- OPC \_\_\_\_\_
- RCA \_\_\_\_\_
- SCR \_\_\_\_\_
- SGA \_\_\_\_\_
- SEC   |
- OTH \_\_\_\_\_

A. The following items relate to information requested in Staff's First Data Request for  
which Plantation Bay Utility Company (Plantation or utility) has not provided to  
date.

1. Provide the invoices and other support documentation or signed contracts for  
the water and wastewater line expansion Phases 2EV2, 2AF4, 2AF5 2AF6 and  
2 AF7.

RESPONSE: Please refer to the documents attached hereto as Exhibit "A".

2. With regard to the 1,700,00 million gallon holding pond, provide the 2003  
and 2004 accumulated depreciation balances and the 2004 depreciation  
expense.

RESPONSE: Incremental depreciation for identified reuse plant described above is as  
follows:

DOCUMENT NUMBER-DATE  
10678 NOV-3 05  
FPSC-COMMISSION CLERK

<u>Account</u>	<u>Description</u>	<u>Life/Years</u>	<u>Balance 2003</u>	<u>2004 Expense</u>	<u>Balance 2004</u>
380	Gravity Filter	18	\$94,753	\$2,707	\$97,460
380	Mudwell/CL2 chamber	18	\$48,367	\$1,382	\$49,750
382	Reuse Effluent Main	30	\$16,526	\$2,025	\$18,551
354	Reuse Holding Pond	32	\$67,379	\$3,850	\$71,229

Notes:

(1) The accounts charged for these components of reuse are in the accounts originally charged per the 1986 NARUC COA.

(2) There is no requirement for the Utility to reclassify these amounts to reuse accounts in the 1996 NARUC COA, per Accounting Instruction 17(A) which states "... the balances in the various plant accounts, as determined under the prior system of accounts, shall be carried forward."

(3) The depreciation amounts shown above by specific identification calculates the reuse assets in account 380 to be fully depreciated, however, under the group depreciation method, required by Rule 25-13.140, these assets are 95% depreciated.

3. Provide a revised flow diagram of the water treatment plant with the size and capacity of the well and high service pumps.

**RESPONSE:** The sizes and capacities of the high service pumps and well pumps are as follows:

Well pumps: Four pumps each having a maximum capacity of 175 gpm, but operated at the safe yields shown in the Utility's response to Staff's First Set of Data Requests for the reasons stated.

High Service Pumps: 1-50 HP, rated 500 gpm @190 TDH and 3500 rpm  
 2-25 HP, rated 300 gpm @ 190 TDH and 3500 rpm

A revised diagram will be provided.

4. Provide a diagram for the utility's 400,000 gallon ground storage tank that shows the out-take pipe with all measurements for the out-take pipe and for your proposed safe level.

**RESPONSE:** A revised diagram will be provided.

5. Please provide the bills, ERCs and water consumption information, by customer class, for each month during the period January 2000 through July 2005. Please provide the information in the format below:

<u>Month/Year</u>	MONTHLY WATER GALLONS SOLD (000)					
	Residential			General Service		
	<u>Bills</u>	<u>ERCs</u>	<u>Gals Sold</u>	<u>Bills</u>	<u>ERCs</u>	<u>Gals Sold</u>
January 2002						
February 2002						
March 2002						
April 2002						
Etc through September 2005						

In this response, please ensure that:

- (a) for each month during the calendar year ended 2004, the sum of the total monthly consumption for all classes should tie to those figures found on Schedule F-1, column (3) in the utility's MFRs;
- (b) the sum of the monthly consumption figures for each class during the calendar year ended 2004 tie to Schedules E-2 and E-24 of the utility's MFRs;
- (c) the beginning and ending number of ERCs for each calendar year for the

residential class ties to those indicated on MFR Schedule F-9, column (5).

- (d) the sum of the annual number of gallons sold to the residential class for each of the years 2000 - 2004 ties to MFR Schedule F-9, column (5).

If any of these referenced totals do not tie as indicated, please provide an explanation for each instance in which the figures do not tie.

**RESPONSE:** Please refer to Exhibit "B" attached hereto.

6. Please provide the annual wastewater consumption, by customer class, for each month during the period January 2000 through July 2005. The residential wastewater gallons sold should represent the capped volume sold. Please provide the information in the format below:

<u>Month/Year</u>	MONTHLY WASTEWATER GALLONS SOLD (000)					
	Residential (capped)			General Service		
	<u>Bills</u>	<u>ERCs</u>	<u>Gals Sold</u>	<u>Bills</u>	<u>ERCs</u>	<u>Gals Sold</u>
January 2002						
February 2002						
March 2002						
April 2002						
Etc through September 2005						

**RESPONSE:** Please refer to Exhibit "C" attached hereto.

7. On Schedules W-14 and S-13 in the utility's 2004 Annual Report, Plantation stated it will reach 6,000 ERCs upon buildout of its service area. Based on the MFRs, the 2004 simple-average net contributions in aid of construction (CIAC) ratio is 59.99% for water and 45.88% for wastewater. Also, the water transmission and distribution mains are \$374,989 less than water CIAC.

Further, the wastewater collection lines are \$575,045 greater than wastewater CIAC.

(a) If buildout is projected to occur after 2013, provide the projected depreciable assets, land, accumulated depreciation, water transmission & distribution lines, wastewater collection lines, CIAC, accumulated amortization of CIAC, and number of customers for the specific year-end that the utility will reach its current design capacity of the utility's water and wastewater treatment plants. In your response, provide a breakdown of each of these requested components by year for the calendar years 2005 through the year-end that its current water and wastewater design capacity is reached. In addition, provide workpapers detailing all calculations and assumptions made in the utility's projections.

**RESPONSE:** Not applicable.

(b) If buildout is projected to occur on or before 2013, provide the projected depreciable assets, land, accumulated depreciation, water transmission & distribution lines, wastewater collection lines, CIAC, accumulated amortization of CIAC, and number of customers for the specific year-end that the utility will reach buildout. In your response, provide a breakdown of each of these requested components by year for the calendar years 2005 through the year-end that the utility reaches buildout. In addition, provide workpapers detailing all calculations and assumptions made in the utility's projections.

**RESPONSE:** Please refer to Exhibit "D" attached hereto. There are no workpapers.

8. Please refer to Schedule D-2 and to Schedule A-19 of the MFRs. If the Company is not paying interest on the \$3,571,367 Advance from Associated Companies and given the regulatory treatment of the amount in Docket No. 011451-WS, why has it not classified the amount as common equity?

**RESPONSE:** To be provided.

9. Please provide complete copies of all instruments or documentation for the \$3,571,367 Advance from Associated Companies.

**RESPONSE:** To be provided.

10. For the periods ending December 31, 2005 and December 31, 2006, please provide the estimated capital structure components, i.e., long-term debt, customer deposits, common equity and the estimated cost rates for each component. State all assumptions used in estimating the amount and rates.

**RESPONSE:** To be provided.

11. Please refer to Schedule A-19 of the MFRs and to the Other Long-Term Debt amount of \$1,525,442 as of December 31, 2004. Please provide the amortization schedule of this debt and all documentation for this debt.

**RESPONSE:** To be provided.

12. What interest expense amount has the Company deducted from income tax purposes for 2004? As part of this answer, please state the debt instruments and amounts associated with this interest expense.

**RESPONSE:** To be provided.

C. The following items relate to the utility's requested rate case expense.

13. With regard to Questions 19 a through e of Staff's First Data Request, provide an update of actual expenses incurred to date and an estimate to complete the case.

**RESPONSE:** To be provided.

D. The following items relate to income taxes and deferred income taxes.

14. In the utility's response to Question 36 of Staff's First Data Request, Plantation stated that it did not make a used & useful adjustment to accumulated deferred income tax liabilities. With regard to Schedule C of Exhibit J in the Utility's response to Staff's First Data Request, please [provide] a copy of all workpapers for this schedule that shows the depreciation timing difference between book and tax purposes for each specific utility asset, including the primary plant account number and name for each specific asset.

**RESPONSE:** To be provided.

Ms. Blanca Bayo, Commission Clerk  
Florida Public Service Commission  
November 3, 2005  
Page 7

---

15. Has the utility been audited by the Internal Revenue Service within the last 5 years? If so, provide an explanation of the results of the audit.

**RESPONSE:** To be provided.

16. Has the utility received any notice from the Internal Revenue Service of taxes due within the last 5 years? If so, please explain the reasons for the notice.

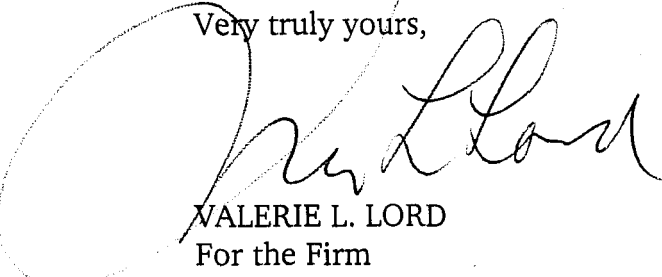
**RESPONSE:** To be provided.

17. The utility stated in its response to Staff's First Set of Data Requests that no interest had been accrued on the affiliated debt (Response to 25(f)). Was any interest on the affiliated debt ever deducted for tax purposes?

**RESPONSE:** To be provided.

Should you have any questions regarding these responses, please do not hesitate to contact me.

Very truly yours,



VALERIE L. LORD  
For the Firm

VLL/tlc  
Enclosures

cc: Rosanne Gervasi, Esquire, Office of General Counsel (w/enc.) (by hand delivery)  
Mr. Troy Rendell, Division of Economic Regulation (w/ enc.) (by hand delivery)  
Mr. Douglas R. Ross, Jr. (w/enclosures)  
Ms. Jean Trinder (w/o enclosures)  
Mr. Frank Seidman (w/enclosures)  
Robert C. Nixon, CPA (w/enclosures)

M:\1 ALTAMONTE\PLANTATION BAY\(.06) 2005 RATE CASE\PSC Clerk 07 (data request set 3).ltr.wpd

EXHIBIT  
k a  
A  
\_\_\_\_\_



CONTRACT AGREEMENT

AGREEMENT made and entered into this 14<sup>th</sup> day of October in the year Two Thousand Four between Plantation Bay Utility Company with its principal place of business at 100 Plantation Bay Drive, Ormond Beach, FL 32174 hereinafter referred to as the "Owner", and Volusia Construction Co., Inc., with its principal place of business at 952 Big Tree Rd., South Daytona, FL 32121 hereinafter referred to as the "Contractor".

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid by the Owner to the Contractor, receipt of which is hereby acknowledged, and in further consideration of the mutual promises, covenants, and agreements hereinafter contained, it is covenanted, stipulated and agreed by and between the parties hereto as follows, to-wit:

ARTICLE 1 - THE WORK

The Work shall consist of providing all labor, material, equipment, construction surveying, testing and As-Built record plans to install complete subdivision improvements acceptable to the County of Flagler and any other governing entity having authority over the Work including, but not limited to, installation of potable water and sanitary sewer systems at the project known as Plantation Bay, Section ~~2AF~~ Unit ~~4~~ located in Flagler County, Florida, all in accordance with the Contract Documents as defined herein.

ARTICLE 2 - ENGINEER

The Engineer for this project is Finley Engineering Group, 5531 South Ridgewood Ave, Unit 1, Port Orange, FL 32127, or any successor Engineer who may be appointed by Owner.

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

TIME IS OF THE ESSENCE. The Work to be performed under this Contract shall be commenced by the Contractor within 3 days after written notification to Contractor to commence by Owner, shall be diligently prosecuted to completion in accordance with the Construction Schedule. Contractor shall not enter upon the job site or commence any work until the notice to commence work has been issued by the Owner to the Contractor.

ARTICLE 4 - CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in this Contract Agreement and the General Conditions, in current funds, the Contract Sum of Six Hundred Sixteen Thousand Three Hundred Twenty-three Dollars and Zero Cents ~~(\$616,323.00)~~.

Adjustments to this fixed Contract Sum shall be made only for changes to the scope of work as authorized by Change Order with compensation for said adjustments, if any, to be made at the unit prices set forth in the completed Bid Form referenced in Article 7. Such unit prices are complete and include: (1) all materials, equipment, labor, delivery, jobsite overhead, home office overhead and profit; and (2) any other costs or expenses in connection with the performance of

  
JV

that portion of the work to which such unit prices apply. The Contractor has independently verified all quantities set forth in the plans and specifications, has notified the Engineer of any discrepancy and shall not be entitled to any increase in the Contract Price resulting from any errors therein.

#### ARTICLE 5 - PROGRESS PAYMENTS

Based upon Contractor Certified Applications for Payment, using AIA Document G702 or such other form as Owner shall approve, submitted with original signature (facsimiles are not acceptable for payment processing) submitted by the 25<sup>th</sup> day of each month to the Owner by the Contractor for work completed on or before that date, the Owner shall make verification as to the propriety of the application for payment to see that the work covered by it has actually been satisfactorily completed and after approval, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows: Contractor shall be paid by the Owner on or before the last working day of the month for work in place by the 25<sup>th</sup> day of the previous month. Payment shall be in an amount equal to 90% of the value of the work in place less the amount of all payments previously made. The Owner in its sole discretion may, as it deems necessary, issue joint checks to the Contractor and Contractor's sub-contractors and/or materialmen. The Contractor agrees that these payment terms may be modified if necessary to meet the requirements of a construction lender, and agrees to execute such documents as are customarily required by such lender.

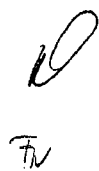
#### ARTICLE 6 - FINAL PAYMENT

Subject to the provisions of Article 15 of this Agreement, the Owner shall make final payment of retainage within forty-five (45) days after completion of the Work, provided the Contract be then fully performed, certified by the Project Engineer and approved by the governmental authority having jurisdiction over the Work. Prior to receiving final payment, Contractor shall deliver to Owner the following: (1) all maintenance and operating manuals; (2) marked sets of field record drawings and specifications reflecting as-built conditions; (3) reproducible mylar drawings reflecting the location of any concealed utilities, mechanical or electrical systems and components; (4) any special guaranties or warranties required by the contract documents; (5) assignments of all guaranties and warranties from subcontractors, vendors, suppliers or manufacturers; and (6) a list of the names, addresses and telephone numbers of all subcontractors and any other persons providing guarantees or warranties. The Owner in its sole discretion may, as it deems necessary, issue joint checks to the Contractor and Contractor's sub-contractors and/or materialmen.

#### ARTICLE 7 - ENUMERATION OF CONTRACT DOCUMENTS

7.01 The Contract Documents are enumerated as follows:

1. Invitation to Bid
2. Instructions to Bidders
3. Bid Form consisting of three (3) pages completed by Volusia Construction Co., Inc. dated 10/4/04.
4. Contract Agreement
5. Approved Construction Plans (approved by Flagler County on 10/20/03) prepared by Finley Engineering Group consisting of 22 pages with last revision date of 9/12/03 for Unit 4.
6. Preliminary Plats prepared by Tomoka Engineering, Inc., consisting of 5 sheets with last issue date of 9/15/03

Handwritten signature and initials in the bottom right corner of the page.

7. Governmental Permits listed below:
 

SJRWMD MSSW Permit,	# 4-035-18417-6
DEP NPDES Permit	FLR10M390
DEP Domestic Wastewater Permit	#0018869-010-DWC
DEP Potable Water Permit	#0080285-013-DS
ACOE Permit	(provided upon receipt)
8. Flagler County Dev. Approval Letter dated 11/7/03.
9. Soils Report by Universal Engineering Sciences dated 5/16/03.
10. Construction Schedule (to be provided)
11. Any Addenda issued prior to the execution of this Agreement
12. Any Change Orders and written interpretations of the Contract Documents issued by the Owner

These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 9.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

7.02 Contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes and professional standards.

7.03 The Contract Documents shall be signed in not less than duplicate by the Owner and the Contractor. If either the Owner or the Contractor do not sign the Drawings, Specifications, or any of the other Contract Documents, the Owner shall identify them. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local and special conditions under which the Work is to be performed, including all structural, surface and subsurface conditions.

7.04 The term Work as used in the Contract Documents includes all labor including supervision necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

7.05 The Owner will be, in the first instance, the interpreter of the requirements of the Contract Documents.

7.06 The Owner will have authority to reject Work which does not conform to the Contract Documents.

#### ARTICLE 8 - OWNER

8.01 If the Contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

8.02 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make

Handwritten signature and initials in the bottom right corner of the page.



good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then and thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

#### ARTICLE 9 - CONTRACTOR

9.01 Contractor warrants that it is authorized to do business in the State of Florida and properly licensed by all necessary authorities and entities having jurisdiction over it and over the Work and that its execution of this Agreement and its performance thereof are within its duly authorized powers.

9.02 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract provided the Contractor uses good construction practices not inconsistent with the plans and specifications hereunder. The Contractor shall perform the Work on a regular and continual basis.

9.03 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

9.04 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

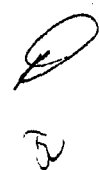
9.05. The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of a good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective and shall be replaced by the Contractor at its own expense upon demand of the Owner.

9.06 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.

9.07 The Contractor shall give all notices and agrees to comply with all laws, permits, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the Owner if the Drawings and Specifications are at variance therewith. For this work specifically, the Contractor shall be responsible for complying with all governmental permits enumerated in Article 7.

9.08 The Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

9.09 The Contractor shall submit to Owner for review and approval all samples and shop drawings. The Work shall be in accordance with approved samples and shop drawings.



9.10 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall leave the Work clean and neat in appearance, except as otherwise specified. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor.

9.11 The Contractor is responsible for coordination the identification and relocation of any existing privately owned or municipal underground or above ground cables, pipes, or structures that may be required to complete the Work. All such relocation work shall be coordinated with the applicable municipality or company.

9.12 The Contractor agrees to coordinate and pay for all surveying work, testing and "As-Built Plans" required by the Contract Documents and Governmental regulations or authority.

9.13 The Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees and costs arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and including damage to any facility or equipment affixed to or underneath the site or adjacent property, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 9.12 shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 9.13 shall not extend to the liability of the Engineer, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specification, or (2) the giving of or the failure to give directions or instructions by the Owner, his agents or employees provided such giving or failure to give is the primary cause of the injury or damages. The indemnity contained in this paragraph extends to any damage claim or loss resulting from damage to underground equipment or facilities owned or maintained by any public or private utility, such as electric or telephone cables and water, gas, or sewer pipe.

#### ARTICLE 10 - SUBCONTRACTS

10.01 A Subcontractor is a person who has a direct contract with the Contractor to perform any of the work on the site.

10.02 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall furnish to the Owner in writing, at the time of their bid together with their bid form, a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ a

TU

Subcontractor to whom the Owner may have a reasonable objection. Contracts between the Contractor and the Subcontractor (or the Subcontractor and its Sub-subcontractor at any time) shall be in accordance with the terms of this Agreement and shall include the provisions which:

a. require that such Work be performed in accordance with the requirements of the Contract Documents;

b. require the Subcontractor to carry and maintain insurance coverage in accordance with the Contract Documents, and to file certificates of such coverage with the Contractor;

c. require any Subcontractor who serves a notice to Owner to submit certificates and waivers of liens for work completed or materials supplied by it as a condition to the disbursement of the progress payment next due and owing;

d. require each Subcontractor to furnish to the Contractor in a timely fashion all information necessary for the preparation and submission of the reports required herein;

e. require that each Subcontractor continue to perform under its subcontract in the event the Contract is terminated and the Owner shall take an assignment of said subcontract and request such Subcontractor to continue such performance;

f. require each Subcontractor to remove all debris created by its activities; and

10.03 The Contractor shall pay each Subcontractor the amount due under the subcontract after receipt of payment from the Owner as provided in the subcontract documents. The Contractor shall also require each Subcontractor to make similar payments to his sub-subcontractors. If, due to a dispute, the Contractor does not make such payment to the Subcontractor or material suppliers, the contractor shall immediately bond the payment due and provide a copy of the Owner.

#### ARTICLE 11 - SEPARATE CONTRACTS

The Owner has the right to let other contracts in connection with the Work and the Contractor shall properly cooperate and coordinate schedules with any such other contractors.

#### ARTICLE 12 - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### Article 13 - MISCELLANEOUS PROVISIONS

13.01 The Contract shall be governed by the law of the place where the Project is located and both parties agree to adhere to such laws.

13.02 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in

Handwritten signature and initials in the bottom right corner of the page.

respect to all covenants, agreements and obligations contained in the Contract Documents. Contractor shall not assign its interest in the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner and any attempt to do any of the foregoing shall be void.

13.03 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified prepaid mail, return receipt requested, to the last business address known to him who gives the notice.

13.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved, the Contractor shall give the Owner timely notice of its readiness and of the date arranged so the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests, corrective work and approvals unless otherwise provided.

#### ARTICLE 14 - TIME OF COMPLETION

14.01 All time limits stated in the Contract Documents are of the essence.

14.02 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, industry-wide strikes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, and which he could not reasonably anticipate by, or by any cause which the Owner may determine justified the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. Normal weather conditions shall not be a justifiable reason for extending the Contract Time. Any Change Order extending time for completion of the Work shall be presented to Owner within twenty (20) days after the occurrence of the event causing the request for Change Order.

14.03 When the Contractor considers the entire Work ready for its intended use, the Contractor shall notify the Project Engineer in writing that the entire Work is substantially complete, and request that the Engineer and the applicable governing authority make a final inspection of the Work. Contractor will include, with this notification, a detailed list of any items which are not complete. Within a reasonable time, thereafter, the Contractor and Project Engineer and the applicable governing authority shall make an inspection of the Work to determine status of completion. If the Engineer and/or the governing authority does not consider the Work substantially complete, then the Engineer will notify the Contractor in writing giving the reasons therefore. If the Engineer considers the Work to be substantially complete, then the Engineer will provide such notice in writing to the Contractor and to the Owner.

#### ARTICLE 15 - PAYMENTS

15.01 Payments shall be made as provided in Articles 5 and 6 of this Agreement.

15.02 Payments may be withheld on account of (1) defective Work not remedied; (2) unbonded claims of lien by subcontractors or suppliers or persons claiming through or under them if not discharged or transferred by contractor or

50



party in privity within thirty (30) days; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the Work by the Contractor. Owner shall not withhold any amounts in excess of those necessary to transfer such lien to a cash bond.

15.03 No payments whatsoever shall be made to Contractor on account of any materials or equipment stored on the job site. Payments shall be made only for materials or equipment incorporated in the Work. Any materials stored on the job site by Contractor shall be the property of Contractor until installed by him and paid for by Owner. Any loss, damage or destruction of materials or equipment stored on the site shall be the sole responsibility of Contractor.

15.04 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 15 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor; or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

15.05 No progress payment, nor any partial or entire use of occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in Accordance with the Contract Documents.

15.06 Final payment shall not be due or paid until the Contractor has delivered to the Owner its affidavit as described in Section 713.06(3)(d) 1, Florida Statutes, and a complete release or waiver of all liens arising out of this Contract or in the Owner's discretion receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien, or any other document it deems appropriate and the work has been accepted, in writing, by the applicable governing authorities. The affidavit specified above shall be furnished whether or not required by Chapter 713, Florida Statutes.

15.07 The Contractor and any of his Subcontractors shall give and the Owner is entitled to receive a properly executed partial waiver of lien, in recordable form, on a form and with execution thereof acceptable to the Owner for all Work that the Contractor and Sub-contractors have been paid for. Owner shall be entitled to such partial waivers of lien immediately upon payment of this Work, or any other document it deems appropriate.

15.08 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens; (2) faulty or defective Work appearing after Substantial Completion; (3) failure of the Work to comply with the requirements of the Contract Documents; or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

ARTICLE 16 - PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of or loss to (1) all employees on the Work and other persons who may be affected thereby; (2) all Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto of every kind and description both personalty and realty including damage to underground equipment or facilities owned or maintained by any public or private utility, such as electric or telephone cables and water, gas, or sewer pipe, and protection of existing specimen trees lying outside the limits of vegetation removal required by the Construction Plans. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractors, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or the acts or omissions of the Owner or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

ARTICLE 17 - PERFORMANCE AND PAYMENT BONDS

If requested by Owner, the Contractor shall, within five (5) days from the date of Notification, pursuant to Article 3, to commence the work, provide Owner with a Performance Bond and a Labor and Materials Payment Bond, in a form and from a surety acceptable to Owner Identifying the Owner and its lender as obligee. Said Performance Bond shall be security for the full and faithful performance of all Work to be performed by Contractor and for the one (1) year maintenance obligation in the penal sum of 110% of the Contract Sum and shall be executed in the State of Florida. The Labor and Materials Payment Bond shall be required in the amount of 100% of the Contract Sum. The cost and expense of both bonds shall be borne by the Contractor. Upon completion of the Work, Contractor shall provide, to the entity specified by the Owner, a one year Maintenance Bond in the amount of 10% of the Contract Sum or as required by the governmental entity requiring the Bond.

ARTICLE 18 - CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Article 9. Certificates of such insurance shall be filed with the Owner prior to commencement of Work in amounts of not less than \$1,000,000 for bodily injury and \$200,000 for property damage naming the Owner as an additional insured under the policy. The policy shall remain in effect for the length of the entire job and the policy endorsement shall have a clause indicating that the policy cannot be canceled or terminated until after thirty (30) days written notice given to the



amount from any compensation due the Contractor. Any tree damage or tree removal shall be presumed to be caused by Contractor unless Contractor has clear and convincing proof to the contrary. In addition to the foregoing, the Contractor shall be liable for any fines levied or mitigation required because of removal of any undesignated tree or trees.

#### ARTICLE 22 - CHANGES IN THE WORK

22.01 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, with the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order signed by the Owner.

22.02 The Contract Sum and the Contract Time may be changed only by a written Change Order signed by the Owner.

22.03 In the event the Contractor objects to any Change Order or matter relating thereto, such objection shall be made in writing within five (5) days after the date of the Change Order. During the five day period the Owner and the Contractor shall attempt to resolve the dispute. If the Dispute is not resolved by Owner and Contractor, then the Dispute Resolution Procedure specified in Article 25.04 shall apply.

22.04 Any Change in the Work provided by Change Order by the Owner shall not impair the obligations of any surety.

#### ARTICLE 23 - CORRECTION OF WORK

The Contractor shall promptly correct any Work that fails to conform to the requirements of the Contract Documents or governing authority during the progress of the Work and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of final payment to the Contractor. The Contractor will deliver to Owner any and all written guarantees received from suppliers and/or manufacturers on materials and equipment, i.e. pumps, electric panels, etc. If the Contractor fails to correct defective or nonconforming work, the Owner may correct it in accordance with Paragraph 8.02 hereof. The cost of all corrective work shall be borne by Contractor.

#### ARTICLE 24 - TERMINATION BY THE CONTRACTOR

If the Owner fails to make a required progress payment for a period of thirty days after the due date, the Contractor may, upon seven days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages, provided, however, that such amount does not exceed the contract price less amounts paid Contractor.

#### ARTICLE 25 - TERMINATION OR SUSPENSION BY THE OWNER

25.01 If the Contractor files for bankruptcy, or if a bankruptcy petition is filed against Contractor and not dismissed within 30 days, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency or if he persistently or repeatedly refuses or fails, except in case

TV

for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or fails to perform the Work on a regular and continual basis in the sole judgment of Owner, or abandons the project for a period of ten (10) consecutive calendar days, or persistently disregards laws, ordinances, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, three days written notice, terminate the employment of the Contractor, and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

25.02 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

25.03 The Owner shall have the right in its sole discretion, to either suspend prosecution of the Work or to terminate the Work as a result of any adverse action taken or threatened by any governmental agency against the Owner, Contractor, or the project or as a result of any legal, equitable or administrative action brought to enjoin or otherwise interfere with Owner and the completion of the project. Any such suspension or termination of Owner shall become effective seven (7) days after written notice from Owner to Contractor. In the event of a suspension under this Sub-article 25.03, Contractor agrees to recommence Work within ten (10) days after written notice to do so from Owner, providing, however, Contractor is not required to recommence such Work if the suspension exceeds thirty (30) consecutive days. In the event of any termination or a suspension which exceeds thirty (30) days under this Sub-article 25.03, the Contractor shall have the right to be compensated for Work previously authorized and completed in accordance with the Contract Documents as stated in Article 24 providing Contractor has not been in violation or breach of this Agreement.

25.04 In the event of a Dispute under paragraph 22.03 (as amended) or in any Dispute between Owner and Contractor as to an amount due to or from Contractor, the matter may be submitted to the Engineer by either party. If the Engineer fails to make a determination within five (5) days after a matter is submitted or if either Owner or Contractor is unwilling to be bound by such determination, then such dissenting party shall promptly notify the other party in writing. Prior to acceptance of final payment, either party may initiate litigation to determine the issue or issues in the Circuit Court, Seventh Judicial Circuit in and for Volusia County, Florida, which shall be the sole venue for any and all actions arising out of or related to this Contract. Unless notification is timely given and litigation is timely commenced, the Engineer's decision shall be final. Nothing Herein shall prevent the parties from suspending this provision by agreeing in writing to mediation or arbitration. In any action, arbitration or mediation arising out of or under this Contract, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred in the determination and/or enforcement of its rights under this Contract.

#### ARTICLE 26 - NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or application for employment because of race, creed, color or national origin.

ARTICLE 27 - PARTIAL INVALIDITY

The invalidity or illegality of any paragraph or portion thereof of this Contract shall not affect the remaining paragraphs of this Contract, which paragraphs shall remain in full force and effect.

ARTICLE 28 - SINGULAR AND PLURAL FORMS

Whenever the context of the Contract so requires or admits any singular form shall be construed to be plural and any plural form as being singular.

ARTICLE 29 - GENDER

Whenever any gender is used in the Contract, the gender shall be deemed to include the masculine, feminine, and neuter forms, as the sense so requires.

ARTICLE 30 - ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties hereto, relative to the subject matter of this Agreement and may not be altered or modified except in writing executed by both parties hereto, unless otherwise herein provided.

ARTICLE 31 - FINANCING CONTINGENCY

The Owner's obligation to proceed under this Contract is subject to and contingent upon Owner receiving a financing commitment or commitments for the project acceptable to it, in its sole discretion, and upon the satisfactory closing of any such financing arrangements and funding thereunder. It is agreed and understood that in the event Owner does not receive, or having received does not close upon financing arrangements acceptable to it in its sole discretion, then in that event it need not proceed with any work hereunder and may terminate this Contract without liability upon written notice to Contractor.

The Contractor shall cooperate with Owner and Owner's lender to execute and deliver such documents as Owner's lender may reasonably request in connection with Owner's financing for construction of the Project, provided that such documents are customarily required.

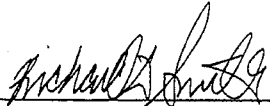
It is agreed and understood that this Contract may be amended with respect to the scope of the Work or otherwise in connection with any requirements of Owner's lender, and Contractor agrees to amend this Contract if so requested by Owner.

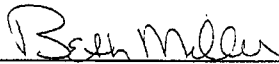


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

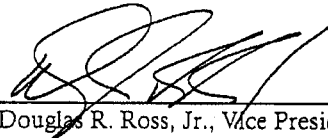
Witness

  
(Printed Name) Richard A. Smith

  
(Printed Name) BETH MILLER

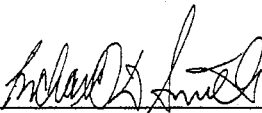
"Owner"

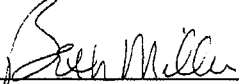
PLANTATION BAY UTILITY COMPANY  
a Florida Corporation

By:   
Douglas R. Ross, Jr., Vice President

(Corporate Seal)

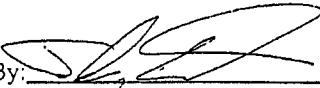
Witness

  
(Printed Name) Richard A. Smith

  
(Printed Name) BETH MILLER

"Contractor"

VOLUSIA CONSTRUCTION COMPANY, INC.

By:   
Thomas J. Underwood, Jr.,  
Secretary/Treasurer

(Corporate Seal)

License #: \_\_\_\_\_  
Federal I.D. #: \_\_\_\_\_  
Telephone #: (386) 761-6111

TJ

**VOLUSIA  
CONSTRUCTION  
COMPANY, INC.**  
UNDERGROUND UTILITIES

PAGE 1 OF 3

Revised Bid Date 10-04-04

TO: PLANTATION BAY UTILITIES COMPANY  
2359 BEVILLE ROAD  
DAYTONA BEACH, FL 32119

ATTN: DICK SMITH

**WESTLAKE AT PLANTATION BAY SECTION 2A-F, UNIT 4  
UTILITIES  
PER LATEST PLAN REVISION DATED 09-12-03**

**A. SANITARY SEWER**

1.	8" PVC, SDR-35				
A.	6'-8' CUT	841	LF	19.95	16,777.95
B.	8-10' CUT	1481	LF	27.05	40,061.05
C.	10-12' CUT	1769	LF	35.05	62,003.45
D.	12- 14' CUT	820	LF	47.25	38,745.00
E.	14- 16' CUT	395	LF	62.25	24,588.75
2.	4' DIAMETER MANHOLES				
A.	6'-8" DEEP	2	EA	2,175.00	4,350.00
A.	8-10' DEEP	6	EA	2,545.00	15,270.00
B.	10-12' DEEP	6	EA	3,020.00	18,120.00
C.	12-14' DEEP	6	EA	3,520.00	21,120.00
D.	14-16' DEEP	2	EA	4,070.00	8,140.00
3.	LIFT STATION	1	LS	97,600.00	97,600.00
4.	WETWELL LINER	1	LS	5,550.00	5,550.00
5.	FORCE MAIN				
A.	4" PVC, SDR-21	2248	LF	8.40	18,883.20
B.	RESTRAINED JOINT FITTINGS	1	LS	2,325.55	2,325.55
C.	CONNECT TO EXISTING	1	LS	400.00	400.00
D.	CONCRETE ENCASEMENT	4.65	CY	225.00	1,046.25

952 BIG TREE ROAD • P.O. BOX 214578 • SOUTH DAYTONA, FL 32121-4578 • 386/761-6111  
DUN & BRADSTREET 06-766-3225

11



6.	SERVICES				
A.	8' X 4" SINGLE	109	EA	175.00	19,075.00
7.	GRAVEL BEDDING FOR MANHOLES	84	CY	28.00	2,352.00
	<b>SUBTOTAL:</b>				<b>396,408.20</b>
<b>B.</b>	<b>WATER DISTRIBUTION</b>				
1.	PVC MAIN WITH FITTINGS				
A.	8" DR-18	2236	LF	15.30	34,210.80
B.	12"DR-18	3620	LF	23.80	86,156.00
2.	GATE VALVE WITH BOX				
A.	8"	4	EA	815.00	3,260.00
B.	12"	7	EA	1,565.00	10,955.00
3.	FIRE HYDRANT WITH VALVE	13	EA	2,020.00	26,260.00
4.	2" BLOWOFF ASSEMBLY	3	EA	468.00	1,404.00
5.	SERVICES				
A.	3/4" SINGLE	27	EA	191.00	5,157.00
B.	1" X 3/4" DOUBLE	41	EA	216.00	8,856.00
6.	CONNECT TO EXISTING STUB	1	EA	360.00	360.00
7.	RESTRAINED JOINTS	1	LS	10,896.00	10,896.00
8.	INSTALL PROPOSED 12" MAIN OVER ARCH CULVERT 14'X8.58	1	EA	3,700.00	3,700.00
	<b>SUBTOTAL:</b>				<b>191,214.80</b>
<b>C.</b>	<b>MISCELLANEOUS</b>				
1.	SURVEY LAYOUT	1	LS	7,200.00	7,200.00
2.	AS-BUILT DRAWINGS	1	LS	9,400.00	9,400.00

3.	TESTING	1	LS	5,900.00	5,900.00
4.	TRENCH SAFETY	1	LS	6,200.00	6,200.00
	<b>SUBTOTAL:</b>				<b>\$28,700.00</b>
	<b>GRAND TOTAL:</b>				<b>\$616,323.00</b>

**NOTES**

1. ALL PERMITS AND IMPACT FEES ARE TO BE BY OTHERS.
2. THREE PHASE ELECTRIC POWER IS TO BE BROUGHT TO WITHIN 30 LF OF SEWAGE LIFT STATION BY OWNER.
3. ALL CLEARING, SILT FENCE, FILL DIRT, GRADING, ROADWAY CONSTRUCTION, CURB, SIDEWALK, SOD AND SEED & MULCH IS TO BE BY OTHERS.
4. PVC PIPE PRICES WILL BE HONORED FOR 30 DAYS FROM THE DATE OF THIS QUOTE.

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_\_  
DICK SMITH  
INTERVEST CONSTRUCTION, INC.

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_\_  
THOMAS J. UNDERWOOD  
VOLUSIA CONSTRUCTION COMPANY, INC.



**CHANGE ORDER**

PROJECT NAME: Plantation Bay, Westlake 4 (2AF4) CHANGE ORDER #: 1  
 OWNER: PLANMOR, INC. CONTRACT DATE: 10/4/2004  
 TO: Volusia Construction Company, Inc.

Gentlemen:

You are hereby authorized and directed to make the following itemized changes in this contract, per plan:  
 This change order is per Finley Engineering Group plan named Westlake Plantation Bay section 2AF, Unit 4 with revision date 11/04/04, page 11.

Add:	Description	Qty	Units	Unit Price	Amount
1	8" PVC SDR-35 0-6' Cut	156	LF	\$17.60	\$2,745.60
2	8" PVC SDR-35 6-8' Cut	34	LF	\$19.95	\$678.30
3	4" DIA MANHOLE 0-6' DEEP	1	EA	\$1,925.00	\$1,925.00
4	CORE & BOOT EXIST. MANHOLE 6-8' CUT	1	EA	\$1,115.00	\$1,115.00
5	1" P.E WATER SERVICE	240	LF	\$3.50	\$840.00
6	STAKING	1	LS	\$200.00	\$200.00
7	AS-BUILTS	1	LS	\$200.00	\$200.00
8	TESTING	1	LS	100.00	\$100.00
				Sub-TOTAL	\$7,803.90
Delete					
1					\$0.00
2					\$0.00
3					\$0.00
				Sub-TOTAL	\$0.00
TOTAL	<input checked="" type="checkbox"/> Increase		<input type="checkbox"/> Decrease		\$7,803.90

The original Contract Sum was.....	\$616,323.00
Net change by previous Change Orders .....	
The Contract Sum prior to this Change Order was.....	\$616,323.00
The amount of this Change Order is.....	\$7,803.90
The Contract Sum including this Change Order will be.....	\$624,126.90

The Contract Time will be unchanged.  
 All other conditions in your original Contract Agreement remain the same.

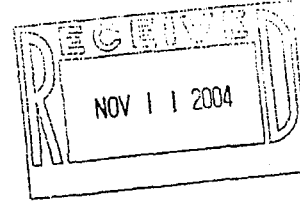
ACCEPTED:

Volusia Construction Company, Inc.  
 By: [Signature]  
 Signature & Title  
12/1/04  
 Date

PLANMOR, INC.  
 By: [Signature]  
 Signature & Title  
12/3/04  
 Date

**VOLUSIA  
CONSTRUCTION  
COMPANY, INC.**  
UNDERGROUND UTILITIES

PAGE 1 OF 2



NOVEMBER 11, 2004

TO: INTERVEST CONSTRUCTION INC  
2359 BEVILLE ROAD  
DAYTONA BEACH, FL 32119

ATTN: DICK SMITH

PLANTATION BAY  
SECTION 2AF, UNIT 4  
COMFORT STATION  
PLAN DATE 11-4-04

**CHANGE ORDER #1**

**SANITARY SEWER**

1.	8" PVC SDR-35				
	A. 0-6' CUT	156	LF	17.60	2,745.60
	B. 6-8' CUT	34	LF	19.95	678.30
2.	4" DIA. MANHOLE				
	A. 0-6' DEEP	1	EA	1,925.00	1,925.00
3.	CORE & BOOT EXIST. MANHOLE				
	A. 6-8' CUT	1	EA	1,115.00	1,115.00
	<b>SUBTOTAL</b>				<b>\$ 6,463.90</b>

**WATER DISTRIBUTION**


1.	1" P.E WATER SERVICE	240	LF	3.50	840.00
	<b>SUBTOTAL</b>				<b>\$ 840.00</b>

**MISC.**

1,	STAKING	1	LS	200.00	200.00
----	---------	---	----	--------	--------

2.	AS-BUILTS	1	LS	200.00	200.00
3.	TESTING	1	LS	100.00	100.00
	<b>SUBTOTAL</b>			<b>\$</b>	<b>500.00</b>
	<b>GRAND TOTAL</b>			<b>\$</b>	<b>7,803.90</b>

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_\_  
DICK SMITH  
INTERVEST CONSTRUCTION INC

SIGNED:  \_\_\_\_\_ DATED: 11.11.04  
MARK ESHENAUER  
VOLUSIA CONSTRUCTION COMPANY, INC.

Proposal of

**Halifax Paving, Inc.**

P.O. Box 730549 Ormond Beach, FL 32173

Phone 386-676-0200 Fax 386-676-0803

E-mail: halifaxpaving@cfl.rr.com

TIME: 8:22 AM

DATE: 8/25/2005

TO: ICI Homes  
2379 Beville Road  
Daytona Beach, FL 32119

ATTN: Dick Smith  
PHONE: 788-0820

FAX: 760-2237



OB NAME: Plantation Bay Section 2AF5 &amp; 2AF6 LOCATED AT: Ormond Beach

PLANS BY: Finley &amp; Associates

DATE OF PLANS:

\*\*Prices Are Good For Work Completed Through 12/31/05\*\*

BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>EMERGENCY ACCESS ROAD</b>				
Clear & Grub	1.75	AC	\$ 4,000.00	\$ 7,000.00
Imported Fill	4620	CY	\$ 8.50	\$ 39,270.00
Road Grading	1	LS	\$ 15,000.00	\$ 15,000.00
6" Stabilized Subbase	7810	SY	\$ 2.50	\$ 19,525.00
4" RAP	7100	SY	\$ 5.00	\$ 35,500.00
Sod-Bahia	7100	SY	\$ 1.75	\$ 12,425.00
Silt Fence	6400	LF	\$ 1.35	\$ 8,640.00
NPDES	1	LS	\$ 5,000.00	\$ 5,000.00
As-Builts	1	LS	\$ 2,500.00	\$ 2,500.00
Staking	1	LS	\$ 3,500.00	\$ 3,500.00
<b>GRAND TOTAL FOR EMERGENCY ACCESS ROAD</b>				<b>\$ 148,360.00</b>
<b>KORONA PARK</b>				
Strip Site	7205	CY	\$ 1.50	\$ 10,807.50
Lake Excavation	19000	CY	\$ 2.50	\$ 47,500.00
Dewatering	1	LS	\$ 7,500.00	\$ 7,500.00
Imported Fill	15800	CY	\$ 8.50	\$ 134,300.00
Rough Grading	1	LS	\$ 15,000.00	\$ 15,000.00
Seed & Mulch	34700	SY	\$ 0.40	\$ 13,880.00
Sod-Bahia	1900	SY	\$ 1.75	\$ 3,325.00
Silt Fence	3000	LF	\$ 1.35	\$ 4,050.00
Staking & As-Builts	1	LS	\$ 2,500.00	\$ 2,500.00
			<b>SUBTOTAL</b>	<b>\$ 238,862.50</b>
<b>SANITARY SEWER SERVICE</b>				
2" PVC C-900 Force Main	2100	LF	\$ 10.50	\$ 22,050.00
Blow Off Assembly	1	EA	\$ 288.75	\$ 288.75
Miscellaneous Materials	1	EA	\$ 525.00	\$ 525.00
			<b>SUBTOTAL</b>	<b>\$ 22,863.75</b>
<b>POTABLE WATER SYSTEM</b>				
2" PVC C-900	1700	LF	\$ 10.50	\$ 17,850.00
Blow Off Assembly	1	EA	\$ 288.75	\$ 288.75
Miscellaneous Materials	1	EA	\$ 525.00	\$ 525.00
			<b>SUBTOTAL</b>	<b>\$ 18,663.75</b>
<b>GRAND TOTAL FOR KORONA PARK</b>				<b>\$ 280,390.00</b>

**PLANTATION BAY 2AF-UNIT 5**

Clear & Grubb	77	AC	\$	3,400.00	\$	261,800.00
Lake Excavation	337180	CY	\$	2.50	\$	842,950.00
Dewatering	1	LS	\$	30,000.00	\$	30,000.00
Road Grading	1	LS	\$	67,000.00	\$	67,000.00
Asphalt 1 1/2" Type 1	19300	SY	\$	6.00	\$	115,800.00
6" Soil Cement Base	24280	SY	\$	7.50	\$	182,100.00
6" Stabilized Subbase	25940	SY	\$	2.50	\$	64,850.00
6" Stabilized Shoulder	6640	SY	\$	2.50	\$	16,600.00
Striping & Signs	1	LS	\$	775.00	\$	775.00
Barricades	2	EA	\$	1,100.00	\$	2,200.00
Handicap Ramps	6	EA	\$	300.00	\$	1,800.00
4" Common Area Sidewalk	18780	SF	\$	2.90	\$	54,462.00
Miami Curb	10335	LF	\$	8.10	\$	83,713.50
Type F Curb	4610	LF	\$	9.15	\$	42,181.50
Conservation Area Signs	20	EA	\$	185.00	\$	3,700.00
Stabilized Turn Around	685	SY	\$	7.50	\$	5,137.50
Seed & Mulch	215451	SY	\$	0.40	\$	86,180.40
Sod-Bahia	45000	SY	\$	1.75	\$	78,750.00
Silt Fence	12900	LF	\$	1.35	\$	17,415.00
Turbidity Barrier	300	LF	\$	10.00	\$	3,000.00
NPDES	1	LS	\$	10,000.00	\$	10,000.00
As-Builts	1	LS	\$	7,500.00	\$	7,500.00
Testing	1	LS	\$	5,000.00	\$	5,000.00
Staking	1	LS	\$	10,000.00	\$	10,000.00
Maintenance Bond	1	LS	\$	500.00	\$	500.00
				<b>SUBTOTAL</b>	\$	<b>1,993,414.90</b>

**SANITARY SEWER SYSTEM**

Lift Station/Complete	1	LS	\$	143,325.00	\$	143,325.00
8" PVC SDR-35 0'-6'	1338	LF	\$	31.50	\$	42,147.00
8" PVC SDR-35 6'-8'	700	LF	\$	34.65	\$	24,255.00
8" PVC SDR-35 8'-10'	880	LF	\$	37.80	\$	33,264.00
8" PVC SDR-35 10'-12'	1400	LF	\$	47.25	\$	66,150.00
8" PVC SDR-26 12'-14'	1640	LF	\$	54.60	\$	89,544.00
8" PVC SDR-26 14'-16'	220	LF	\$	60.90	\$	13,398.00
10" PVC SDR-26 14'-16'	385	LF	\$	68.25	\$	26,276.25
10" PVC SDR-26 16'-18'	255	LF	\$	85.05	\$	21,687.75
Precast Manhole 0'-6'	8	EA	\$	2,625.00	\$	21,000.00
Precast Manhole 6'-8'	2	EA	\$	2,940.00	\$	5,880.00
Precast Manhole 8'-10'	4	EA	\$	3,360.00	\$	13,440.00
Precast Manhole 10'-12'	3	EA	\$	3,990.00	\$	11,970.00
Precast Manhole 12'-14'	6	EA	\$	4,620.00	\$	27,720.00
Precast Manhole 14'-16'	4	EA	\$	5,460.00	\$	21,840.00
Precast Manhole 16'-18'	2	EA	\$	6,300.00	\$	12,600.00
4" Service Lateral	140	EA	\$	299.25	\$	41,895.00
6" PVC C-900 Force Main	5040	LF	\$	14.70	\$	74,088.00
6" Plug Valve	6	EA	\$	1,517.25	\$	9,103.50
Television Inspection And Report	13118	LF	\$	1.60	\$	20,988.80
Sewer As-Builts	1	LS	\$	9,975.00	\$	9,975.00
Construction Layout	1	LS	\$	11,550.00	\$	11,550.00
Miscellaneous Materials	1	LS	\$	7,875.00	\$	7,875.00
				<b>SUBTOTAL</b>	\$	<b>749,972.30</b>

**POTABLE WATER SYSTEM**

Connect To Existing	1 EA	\$ 525.00	\$ 525.00
8" PVC C-900	2500 LF	\$ 18.90	\$ 47,250.00
10" PVC C-900	80 LF	\$ 22.05	\$ 1,764.00
10" DJP CL350	100 LF	\$ 27.30	\$ 2,730.00
12" PVC C-900	5260 LF	\$ 27.30	\$ 143,598.00
8" Gate Valve	6 EA	\$ 1,023.75	\$ 6,142.50
10" Gate Valve	2 EA	\$ 1,622.25	\$ 3,244.50
12" Gate Valve	13 EA	\$ 1,968.75	\$ 25,593.75
Fire Hydrant Assembly With Gate Valve	14 EA	\$ 3,097.50	\$ 43,365.00
Blow Off Assembly	3 EA	\$ 997.50	\$ 2,992.50
Double Service Lateral	61 EA	\$ 420.00	\$ 25,620.00
Single Service Lateral	18 EA	\$ 367.50	\$ 6,615.00
Jumper	2 EA	\$ 1,181.25	\$ 2,362.50
Bacteriological Testing	7940 LF	\$ 1.05	\$ 8,337.00
Water As-Builts	1 LS	\$ 6,300.00	\$ 6,300.00
Construction Layout	1 LS	\$ 8,400.00	\$ 8,400.00
Miscellaneous Materials	1 LS	\$ 10,500.00	\$ 10,500.00
		<b>SUBTOTAL</b>	<b>\$ 345,339.75</b>

**STORM DRAINAGE SYSTEM**

18" RCP	4888 LF	\$ 39.90	\$ 195,031.20
24" RCP	600 LF	\$ 50.40	\$ 30,240.00
36" RCP	160 LF	\$ 75.60	\$ 12,096.00
14" X 23" RCP	32 LF	\$ 43.05	\$ 1,377.60
Junction Box 48" Diameter	4 EA	\$ 2,205.00	\$ 8,820.00
Type 'C' Inlet 48" Diameter With Top Slab	1 EA	\$ 2,572.50	\$ 2,572.50
Type 'C' Inlet	41 EA	\$ 2,257.50	\$ 92,557.50
Type 'E' Inlet	3 EA	\$ 2,388.75	\$ 7,166.25
Drainage Control Structure	5 EA	\$ 3,885.00	\$ 19,425.00
18" M.E.S.	15 EA	\$ 1,155.00	\$ 17,325.00
24" M.E.S.	3 EA	\$ 1,522.50	\$ 4,567.50
36" M.E.S.	2 EA	\$ 2,283.75	\$ 4,567.50
18" Endwall With Flap Gate	1 EA	\$ 4,305.00	\$ 4,305.00
24" Endwall With Flap Gate	1 EA	\$ 5,092.50	\$ 5,092.50
36" Endwall With Flap Gate	1 EA	\$ 10,762.50	\$ 10,762.50
Drainage As-Builts	1 LS	\$ 9,975.00	\$ 9,975.00
Construction Layout	1 LS	\$ 11,550.00	\$ 11,550.00
Miscellaneous Materials	1 LS	\$ 18,900.00	\$ 18,900.00
		<b>SUBTOTAL</b>	<b>\$ 456,331.05</b>

**CANAL CROSSING**

14' X 8.58' Arch Pipe (2 Runs Of 286')	572 LF	\$ 1,155.00	\$ 660,660.00
14' X 8.58' Arch Pipe (2 Runs Of 116')	232 LF	\$ 1,155.00	\$ 267,960.00
Headwall For Double Arch Pipe	4 EA	\$ 34,065.00	\$ 136,260.00
Fabriform At Double Arch Pipe	525 SY	\$ 48.30	\$ 25,357.50
		<b>SUBTOTAL</b>	<b>\$ 1,090,237.50</b>

**GRAND TOTAL FOR PLANT. BAY 2AF-UNIT 5** **\$ 4,638,295.50**



## PLANTATION BAY 2AF-UNIT 6

Clear & Grubb	32	AC	\$	3,400.00	\$	108,800.00
Lake Excavation	5800	CY	\$	2.50	\$	14,500.00
Imported Fill	188725	CY	\$	8.50	\$	1,604,162.50
Road Grading	1	LS	\$	56,900.00	\$	56,900.00
Asphalt 1 1/2" Type 1	17125	SY	\$	6.00	\$	102,750.00
6" Soil Cement Base	21195	SY	\$	7.50	\$	158,962.50
6" Stabilized Subbase	22555	SY	\$	2.50	\$	56,387.50
6" Stabilized Shoulder	5425	SY	\$	2.50	\$	13,562.50
Striping & Signs	1	LS	\$	734.20	\$	734.20
Barricades	1	EA	\$	1,100.00	\$	1,100.00
Handicap Ramps	3	EA	\$	300.00	\$	900.00
4" Common Area Sidewalk	16310	SF	\$	2.90	\$	47,299.00
Miami Curb	12210	LF	\$	8.10	\$	98,901.00
Stabilized Turn Around	695	SY	\$	7.50	\$	5,212.50
Conservation Area Signs	15	EA	\$	185.00	\$	2,775.00
Seed & Mulch	130000	SY	\$	0.40	\$	52,000.00
Sod-Bahia	5100	SY	\$	1.75	\$	8,925.00
Silt Fence	11800	LF	\$	1.35	\$	15,930.00
Turbidity Barrier	300	LF	\$	10.00	\$	3,000.00
NPDES	1	LS	\$	10,000.00	\$	10,000.00
As-Builts	1	LS	\$	7,000.00	\$	7,000.00
Testing	1	LS	\$	4,000.00	\$	4,000.00
Staking	1	LS	\$	7,000.00	\$	7,000.00
Maintenance Bond	1	LS	\$	500.00	\$	500.00
				<b>SUBTOTAL</b>	\$	<b>2,381,301.70</b>

## SANITARY SEWER SYSTEM

Lift Station/Complete	1	LS	\$	140,175.00	\$	140,175.00
8" PVC SDR-35 0'-6"	834	LF	\$	31.50	\$	26,271.00
8" PVC SDR-35 6'-8"	1052	LF	\$	34.65	\$	36,451.80
8" PVC SDR-35 8'-10"	1274	LF	\$	37.80	\$	48,157.20
8" PVC SDR-35 10'-12"	660	LF	\$	47.25	\$	31,185.00
8" PVC SDR-26 12'-14"	120	LF	\$	54.60	\$	6,552.00
8" PVC SDR-26 14'-16"	200	LF	\$	60.90	\$	12,180.00
8" PVC SDR-26 16'-18"	90	LF	\$	78.75	\$	7,087.50
Precast Manhole 0'-6"	5	EA	\$	2,625.00	\$	13,125.00
Precast Manhole 6'-8"	6	EA	\$	2,940.00	\$	17,640.00
Precast Manhole 8'-10"	4	EA	\$	3,360.00	\$	13,440.00
Precast Manhole 10'-12"	3	EA	\$	3,990.00	\$	11,970.00
Precast Manhole 12'-14"	2	EA	\$	4,620.00	\$	9,240.00
Precast Manhole 14'-16"	1	EA	\$	5,460.00	\$	5,460.00
Precast Manhole 16'-18"	2	EA	\$	6,300.00	\$	12,600.00
4" Service Lateral	73	EA	\$	299.25	\$	21,845.25
6" PVC C-900 Force Main	300	LF	\$	14.70	\$	4,410.00
6" Gate Valve	1	EA	\$	1,517.25	\$	1,517.25
Television Inspection And Report	7520	LF	\$	1.60	\$	12,032.00
Sewer As-Builts	1	LS	\$	7,350.00	\$	7,350.00
Construction Layout	1	LS	\$	8,400.00	\$	8,400.00
Miscellaneous Materials	1	LS	\$	5,250.00	\$	5,250.00
				<b>SUBTOTAL</b>	\$	<b>452,339.00</b>

**POTABLE WATER SYSTEM**

Connect To Existing	1 EA	\$ 525.00	\$ 525.00
8" PVC C-900	1880 LF	\$ 18.90	\$ 35,532.00
10" PVC C-900	4380 LF	\$ 22.05	\$ 96,579.00
12" PVC C-900	120 LF	\$ 27.30	\$ 3,276.00
8" Gate Valve	4 EA	\$ 1,023.75	\$ 4,095.00
10" Gate Valve	8 EA	\$ 1,622.25	\$ 12,978.00
12" Gate Valve	2 EA	\$ 1,968.75	\$ 3,937.50
Fire Hydrant Assembly With Gate Valve	10 EA	\$ 3,097.50	\$ 30,975.00
Blow Off Assembly	6 EA	\$ 997.50	\$ 5,985.00
Double Service Lateral	27 EA	\$ 420.00	\$ 11,340.00
Single Service Lateral	19 EA	\$ 367.50	\$ 6,982.50
Bacteriological Testing	6380 LF	\$ 1.05	\$ 6,699.00
Water As-Builts	1 LS	\$ 6,300.00	\$ 6,300.00
Construction Layout	1 LS	\$ 7,350.00	\$ 7,350.00
Miscellaneous Materials	1 LS	\$ 7,875.00	\$ 7,875.00
		<b>SUBTOTAL</b>	<b>\$ 240,429.00</b>

**STORM DRAINAGE SYSTEM**

18" RCP	2328 LF	\$ 39.90	\$ 92,887.20
24" RCP	808 LF	\$ 50.40	\$ 40,723.20
30" RCP	848 LF	\$ 60.90	\$ 51,643.20
36" RCP	496 LF	\$ 75.60	\$ 37,497.60
48" RCP	1456 LF	\$ 99.75	\$ 145,236.00
14" X 23" RCP	272 LF	\$ 43.05	\$ 11,709.60
Junction Box 48" Diameter	4 EA	\$ 2,205.00	\$ 8,820.00
Junction Box 60" Diameter	4 EA	\$ 2,625.00	\$ 10,500.00
Junction Box 72" Diameter	4 EA	\$ 3,675.00	\$ 14,700.00
Type 'C' Inlet	29 EA	\$ 2,257.50	\$ 65,467.50
Type 'E' Inlet	3 EA	\$ 2,388.75	\$ 7,166.25
Drainage Control Structure	1 EA	\$ 3,885.00	\$ 3,885.00
18" M.E.S.	6 EA	\$ 1,155.00	\$ 6,930.00
14" X 23" M.E.S.	1 EA	\$ 1,443.75	\$ 1,443.75
30" M.E.S.	2 EA	\$ 2,100.00	\$ 4,200.00
36" Endwall	1 EA	\$ 2,730.00	\$ 2,730.00
48" Endwall	1 EA	\$ 3,990.00	\$ 3,990.00
Drainage As-Builts	1 LS	\$ 7,875.00	\$ 7,875.00
Construction Layout	1 LS	\$ 9,450.00	\$ 9,450.00
Miscellaneous Materials	1 LS	\$ 10,500.00	\$ 10,500.00
		<b>SUBTOTAL</b>	<b>\$ 537,354.30</b>

**SANITARY SEWER SYSTEM (ACCESS ROAD)**

6" X 6" Tapping Sleeve And Valve	1 EA	\$ 4,058.25	\$ 4,058.25
8" PVC C-900 Force Main	1860 LF	\$ 25.20	\$ 46,872.00
6" PVC C-900 Force Main	40 LF	\$ 21.00	\$ 840.00
8" Plug Valve Epoxy Lined	2 EA	\$ 1,706.25	\$ 3,412.50
6" Plug Valve Epoxy Lined	2 EA	\$ 1,181.25	\$ 2,362.50
Miscellaneous Materials	1 LS	\$ 2,625.00	\$ 2,625.00
		<b>SUBTOTAL</b>	<b>\$ 60,170.25</b>

POTABLE WATER SYSTEM (ACCESS ROAD)

12" X 12" Tapping Sleeve & Valve	1 EA	\$ 4,856.25	\$ 4,856.25
12" PVC C-900	1680 LF	\$ 33.60	\$ 56,448.00
Miscellaneous Materials	1 LS	\$ 3,675.00	\$ 3,675.00
		<b>SUBTOTAL</b>	<b>\$ 64,979.25</b>

GRAND TOTAL FOR PLANT. BAY 2AF-UNIT 6 \$ 3,736,573.50

---

We propose to execute the above scope of work for the sum of: \$ 8,800,619.00

---

EXCLUSIONS:

---

WE PROPOSE TO PERFORM ONLY THE WORK EXPLICITLY DESCRIBED ABOVE  
 ANY ITEM OF WORK WHICH IS NOT EXPLICITLY DESCRIBED ABOVE IS NOT INCLUDED IN THIS PROPOSAL  
 THIS ITEMIZED PROPOSAL SHALL BECOME A BINDING ADDENDUM TO ANY CONTRACT DERIVED FROM THIS PROPOSAL  
 Permit Applications, Permit Fees, Impact Fees, or Other Fees of any kind are NOT INCLUDED in this Proposal.  
 This Proposal may be withdrawn by us if not accepted within 30 days.  
 All work is guaranteed to be as specified.  
 All work is to be completed in a workmanlike manner according to standard construction practices.  
 Any alteration or deviation from the above scope of work, will be executed only upon written orders.  
 Any alteration or deviation from the above scope of work, involving extra costs, will become an extra charge over and above this Proposal.  
 Owner to carry Fire, Tornado, Hurricane and other necessary insurance.  
 Our Workers are fully covered by Workmen's Compensation Insurance.

---

**Acceptance of Proposal -**  
 The above scope of work, specifications, conditions, and prices are satisfactory and are hereby accepted.  
 Halifax Paving is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_



# HAZEN CONSTRUCTION, LLC

## UNDERGROUND UTILITIES

5889 S. WILLIAMSON BLVD. - SUITE 209, PORT ORANGE, FLORIDA 32128  
PHONE 386 322-8700 FAX 386 756-0000

---

### *Fax Transmittal*

8 pages including cover

August 24, 2005

**RE: Plantation Bay Units 5 & 6**

**TO:** Dustin Timm  
Intervest Construction, Inc.  
386 788-0820 phone  
386 760-2237 fax

**FROM:** Chad S. Hazen  
Hazen Construction  
386 322-8700 phone  
386 756-0000 fax

---

### *Message:*

Per your request, I have attached our unit price breakdown for the above-mentioned project. I treated all 4 areas as separate projects with regards to our pricing; however, the ICI bid form did not allow for water and force main on the emergency access road. With that said, if you add the water and force main prices from our breakdown to the unit 6 totals, the numbers will match our bid. If you have any questions or require additional information, please give me a call.

**Plantation Bay Unit 5**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT BID</u>	<u>AMOUNT</u>
<b>SANITARY SEWER SYSTEM</b>				
Lift Station / Complete	ls	1	136,500.00	\$ 136,500.00
8" PVC SDR-35 0'-6'	lf	1,338	30.00	\$ 40,140.00
8" PVC SDR-35 6'-8'	lf	700	33.00	\$ 23,100.00
8" PVC SDR-35 8'-10'	lf	860	36.00	\$ 31,660.00
8" PVC SDR-35 10'-12'	lf	1,400	45.00	\$ 63,000.00
8" PVC SDR-26 12'-14'	lf	1,640	52.00	\$ 85,280.00
8" PVC SDR-26 14'-16'	lf	220	58.00	\$ 12,760.00
10" PVC SDR-26 14'-16'	lf	385	65.00	\$ 25,025.00
10" PVC SDR-26 16'-18'	lf	255	81.00	\$ 20,655.00
Precast Manhole 0'-6'	ea	8	2,500.00	\$ 20,000.00
Precast Manhole 6'-8'	ea	2	2,800.00	\$ 5,600.00
Precast Manhole 8'-10'	ea	4	3,200.00	\$ 12,800.00
Precast Manhole 10'-12'	ea	3	3,800.00	\$ 11,400.00
Precast Manhole 12'-14'	ea	6	4,400.00	\$ 26,400.00
Precast Manhole 14'-16'	ea	4	5,200.00	\$ 20,800.00
Precast Manhole 16'-18'	ea	2	6,000.00	\$ 12,000.00
4" Service Lateral	ea	140	285.00	\$ 39,900.00
6" PVC C-900 force main	lf	5,040	14.00	\$ 70,560.00
6" Plug Valve	ea	6	1,445.00	\$ 8,670.00
Television inspection and report	lf	13,118	1.50	\$ 19,677.00
Sewer as-builts	ls	1	9,500.00	\$ 9,500.00
Construction layout	ls	1	11,000.00	\$ 11,000.00
Miscellaneous materials	ls	1	7,500.00	\$ 7,500.00
<b>Sub-total</b>				<b>\$ 713,947.00</b>
<b>POTABLE WATER SYSTEM</b>				
Connect to existing	ea	1	500.00	\$ 500.00
8" PVC C-900	lf	2,500	18.00	\$ 45,000.00
10" PVC C-900	lf	80	21.00	\$ 1,680.00
10" DIP CL350	lf	100	26.00	\$ 2,600.00
12" PVC C-900	lf	5,260	26.00	\$ 136,760.00
8" Gate Valve	ea	6	975.00	\$ 5,850.00
10" Gate Valve	ea	2	1,545.00	\$ 3,090.00
12" Gate Valve	ea	13	1,875.00	\$ 24,375.00
Fire Hydrant Ass'y w/gate valve	ea	14	2,950.00	\$ 41,300.00
Blow-Off Ass'y	ea	3	950.00	\$ 2,850.00
Double Service Lateral	ea	61	400.00	\$ 24,400.00
Single Service Lateral	ea	18	350.00	\$ 6,300.00
Jumper	ea	2	1,125.00	\$ 2,250.00
Bacteriological testing	lf	7,940	1.00	\$ 7,940.00
Water as-builts	ls	1	6,000.00	\$ 6,000.00
Construction layout	ls	1	8,000.00	\$ 8,000.00
Miscellaneous materials	ls	1	10,000.00	\$ 10,000.00
<b>Sub-total</b>				<b>\$ 328,895.00</b>

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT BID</u>	<u>AMOUNT</u>
<b>STORM DRAINAGE SYSTEM</b>				
18" RCP	lf	4,888	38.00	\$ 185,744.00
24" RCP	lf	600	48.00	\$ 28,800.00
36" RCP	lf	160	72.00	\$ 11,520.00
14" x 23" RCP	lf	32	41.00	\$ 1,312.00
Junction Box 48" dia.	ea	4	2,100.00	\$ 8,400.00
Type "C" Inlet 48" dia. w/top slab	ea	1	2,450.00	\$ 2,450.00
Type "C" Inlet	ea	41	2,150.00	\$ 88,150.00
Type "E" Inlet	ea	3	2,275.00	\$ 6,825.00
Drainage Control Structure	ea	5	3,700.00	\$ 18,500.00
18" Mitered End Section	ea	15	1,100.00	\$ 16,500.00
24" Mitered End Section	ea	3	1,450.00	\$ 4,350.00
36" Mitered End Section	ea	2	2,175.00	\$ 4,350.00
18" Endwall w/flap gate	ea	1	4,100.00	\$ 4,100.00
24" Endwall w/flap gate	ea	1	4,850.00	\$ 4,850.00
36" Endwall w/flap gate	ea	1	10,250.00	\$ 10,250.00
Drainage as-builts	ls	1	9,500.00	\$ 9,500.00
Construction layout	ls	1	11,000.00	\$ 11,000.00
Miscellaneous materials	ls	1	18,000.00	\$ 18,000.00
<b>Sub-total</b>				<b>\$ 434,601.00</b>
<b>CANAL CROSSING</b>				
14' x 8.58' arch pipe (2 runs of 286')	lf	572	1,100.00	\$ 629,200.00
14' x 8.58' arch pipe (2 runs of 116')	lf	232	1,100.00	\$ 255,200.00
Headwall for double arch pipe	ea	4	32,442.50	\$ 129,770.00
Fabriform at arch pipe	sy	525	46.00	\$ 24,150.00
<b>Sub-total</b>				<b>\$ 1,038,320.00</b>
<b>EARTHWORK &amp; PAVING</b>				
Clear & Grub	ac	77	3,638.00	\$ 280,126.00
Lake Excavation	cy	337,180	2.68	\$ 903,642.40
Dewatering	ls	1	36,778.80	\$ 36,778.80
Road Grading	ls	1	64,200.00	\$ 64,200.00
Asphalt 1.5" Type I	sy	19,300	6.42	\$ 123,906.00
6" Soil Cement Base	sy	24,280	8.03	\$ 194,968.40
6" Stabilized Subbase	sy	25,940	2.68	\$ 69,519.20
6" Stabilized Shoulder	sy	6,640	2.68	\$ 17,795.20
Striping & Signs	ls	1	830.00	\$ 830.00
Barricades	ea	2	1,177.00	\$ 2,354.00
Handicap Ramps	ea	6	321.00	\$ 1,926.00
4" Common Area Sidewalk	sf	18,780	3.10	\$ 58,218.00
Miami Curb	lf	10,335	8.67	\$ 89,604.45
Type F Curb	lf	4,610	9.80	\$ 45,178.00
Conservation Easement Signs	ea	20	198.00	\$ 3,960.00
Stabilized Turn Around	sy	685	8.03	\$ 5,500.55
Seed & Mulch	sy	215,000	0.43	\$ 92,450.00
Sod-Bahia	sy	45,000	1.87	\$ 84,150.00
Slit Fence	lf	12,900	1.45	\$ 18,705.00
Turbidity Barrier	lf	300	10.70	\$ 3,210.00

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT BID</u>	<u>AMOUNT</u>
NPDES	ls	1	10,700.00	\$ 10,700.00
As-Builts	ls	1	8,025.00	\$ 8,025.00
Testing	ls	1	5,350.00	\$ 5,350.00
Staking	ls	1	10,700.00	\$ 10,700.00
Maintenance Bond	ls	1	1,500.00	\$ 1,500.00
<b>Sub-total</b>				<b>\$ 2,133,297.00</b>
<b>Total</b>				<b>\$ 4,649,060.00</b>

Fi.



**Plantation Bay Unit 6**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT BID</u>	<u>AMOUNT</u>
<b>SANITARY SEWER SYSTEM</b>				
Lift Station / Complete	ls	1	133,500.00	\$ 133,500.00
8" PVC SDR-35 0'-6'	lf	834	30.00	\$ 25,020.00
8" PVC SDR-35 6'-8'	lf	1,052	33.00	\$ 34,716.00
8" PVC SDR-35 8'-10'	lf	1,274	36.00	\$ 45,864.00
8" PVC SDR-35 10'-12'	lf	660	45.00	\$ 29,700.00
8" PVC SDR-26 12'-14'	lf	120	52.00	\$ 6,240.00
8" PVC SDR-26 14'-16'	lf	200	58.00	\$ 11,600.00
8" PVC SDR-26 16'-18'	lf	90	75.00	\$ 6,750.00
Precast Manhole 0'-6'	ea	5	2,500.00	\$ 12,500.00
Precast Manhole 6'-8'	ea	6	2,800.00	\$ 16,800.00
Precast Manhole 8'-10'	ea	4	3,200.00	\$ 12,800.00
Precast Manhole 10'-12'	ea	3	3,800.00	\$ 11,400.00
Precast Manhole 12'-14'	ea	2	4,400.00	\$ 8,800.00
Precast Manhole 14'-16'	ea	1	5,200.00	\$ 5,200.00
Precast Manhole 16'-18'	ea	2	6,000.00	\$ 12,000.00
4" Service Lateral	ea	73	285.00	\$ 20,805.00
6" PVC C-900 force main	lf	300	14.00	\$ 4,200.00
6" Gate Valve	ea	1	1,445.00	\$ 1,445.00
Television inspection and report	lf	7,520	1.50	\$ 11,280.00
Sewer as-builts	ls	1	7,000.00	\$ 7,000.00
Construction layout	ls	1	8,000.00	\$ 8,000.00
Miscellaneous materials	ls	1	5,000.00	\$ 5,000.00
Sub-total				<b>\$ 430,620.00</b>
<b>POTABLE WATER SYSTEM</b>				
Connect to existing	ea	1	500.00	\$ 500.00
8" PVC C-900	lf	1,880	18.00	\$ 33,840.00
10" PVC C-900	lf	4,380	21.00	\$ 91,980.00
12" PVC C-900	lf	120	26.00	\$ 3,120.00
8" Gate Valve	ea	4	975.00	\$ 3,900.00
10" Gate Valve	ea	8	1,545.00	\$ 12,360.00
12" Gate Valve	ea	2	1,875.00	\$ 3,750.00
Fire Hydrant Ass'y w/gate valve	ea	10	2,950.00	\$ 29,500.00
Blow-Off Ass'y	ea	6	950.00	\$ 5,700.00
Double Service Lateral	ea	27	400.00	\$ 10,800.00
Single Service Lateral	ea	19	350.00	\$ 6,650.00
Bacteriological testing	lf	6,380	1.00	\$ 6,380.00
Water as-builts	ls	1	6,000.00	\$ 6,000.00
Construction layout	ls	1	7,000.00	\$ 7,000.00
Miscellaneous materials	ls	1	7,500.00	\$ 7,500.00
Sub-total				<b>\$ 228,980.00</b>
<b>STORM DRAINAGE SYSTEM</b>				
18" RCP	lf	2,328	38.00	\$ 88,464.00
24" RCP	lf	808	48.00	\$ 38,784.00
30" RCP	lf	848	58.00	\$ 49,184.00
36" RCP	lf	496	72.00	\$ 35,712.00

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT BID</u>	<u>AMOUNT</u>
48" RCP	lf	1,456	95.00	\$ 138,320.00
14" x 23" RCP	lf	272	41.00	\$ 11,152.00
Junction Box 48" dia.	ea	4	2,100.00	\$ 8,400.00
Junction Box 60" dia.	ea	4	2,500.00	\$ 10,000.00
Junction Box 72" dia.	ea	4	3,500.00	\$ 14,000.00
Type "C" Inlet	ea	29	2,150.00	\$ 62,350.00
Type "E" Inlet	ea	3	2,275.00	\$ 6,825.00
Drainage Control Structure	ea	1	3,700.00	\$ 3,700.00
18" Mitered End Section	ea	6	1,100.00	\$ 6,600.00
14" x 23" Mitered End Section	ea	1	1,375.00	\$ 1,375.00
30" Mitered End Section	ea	2	2,000.00	\$ 4,000.00
36" Endwall	ea	1	2,600.00	\$ 2,600.00
48" Endwall	ea	1	3,800.00	\$ 3,800.00
Drainage as-builts	ls	1	7,500.00	\$ 7,500.00
Construction layout	ls	1	9,000.00	\$ 9,000.00
Miscellaneous materials	ls	1	10,000.00	\$ 10,000.00
Sub-total				\$ 511,766.00
<b>EARTHWORK &amp; PAVING</b>				
Clear & Grub	ac	32	3,638.00	\$ 116,416.00
Lake Excavation	cy	5,800	2.68	\$ 15,544.00
Imported Fill	ls	188,725	9.10	\$ 1,717,397.50
Road Grading	ls	1	60,001.95	\$ 60,001.95
Asphalt 1.5" Type I	sy	17,125	6.42	\$ 109,942.50
6" Soil Cement Base	sy	21,195	8.03	\$ 170,195.85
6" Stabilized Subbase	sy	22,555	2.68	\$ 60,447.40
6" Stabilized Shoulder	sy	5,425	2.68	\$ 14,539.00
Striping & Signs	ls	1	749.00	\$ 749.00
Barricades	ea	1	1,177.00	\$ 1,177.00
Handicap Ramps	ea	3	321.00	\$ 963.00
4" Common Area Sidewalk	sf	16,310	3.10	\$ 50,561.00
Miami Curb	lf	12,210	8.67	\$ 105,860.70
Stabilized Turn Around	sy	695	8.03	\$ 5,580.85
Conservation Easement Signs	ea	15	197.95	\$ 2,969.25
Seed & Mulch	sy	130,000	0.43	\$ 55,900.00
Sod-Bahia	sy	5,100	1.87	\$ 9,537.00
Silt Fence	lf	11,800	1.45	\$ 17,110.00
Turbidity Barrier	lf	300	10.70	\$ 3,210.00
NPDES	ls	1	10,700.00	\$ 10,700.00
As-Builts	ls	1	7,490.00	\$ 7,490.00
Testing	ls	1	4,280.00	\$ 4,280.00
Staking	ls	1	7,490.00	\$ 7,490.00
Maintenance Bond	ls	1	535.00	\$ 535.00
Sub-total				\$ 2,548,597.00
Total				\$ 3,719,963.00

**Plantation Bay - Emergency Access Road**

*2APL*

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT BID</u>	<u>AMOUNT</u>
<b>SANITARY SEWER SYSTEM</b>				
6" x 6" Tapping Sleeve & Valve	ea	1	3,865.00	\$ 3,865.00
8" PVC C-900 force main	lf	1,860	24.00	\$ 44,640.00
6" PVC C-900 force main	lf	40	20.00	\$ 800.00
8" Plug Valve Epox Lined	ea	2	1,625.00	\$ 3,250.00
6" Plug Valve Epox Lined	ea	2	1,125.00	\$ 2,250.00
Miscellaneous materials	ls	1	2,500.00	\$ 2,500.00
<b>Sub-total</b>				<b>\$ 57,305.00</b>
<b>POTABLE WATER SYSTEM</b>				
12" x 12" Tapping Sleeve & Valve	ea	1	4,265.00	\$ 4,265.00
12" PVC C-900	lf	1,680	32.00	\$ 53,760.00
Miscellaneous materials	ls	1	3,500.00	\$ 3,500.00
<b>Sub-total</b>				<b>\$ 61,525.00</b>
<b>EARTHWORK &amp; PAVING</b>				
Clear & Grub	ac	1.75	4,280.00	\$ 7,490.00
Imported Fill	cy	4,620	9.10	\$ 42,042.00
Road Grading	ls	1	15,970.20	\$ 15,970.20
6" Stabilized Subbase	sy	7,810	2.68	\$ 20,930.80
4" RAP	sy	7,100	5.35	\$ 37,985.00
Sod-Bahia	sy	7,100	1.87	\$ 13,277.00
Silt Fence	lf	6,400	1.45	\$ 9,280.00
NPDES	ls	1	5,350.00	\$ 5,350.00
As-Builts	ls	1	2,675.00	\$ 2,675.00
Staking	ls	1	3,745.00	\$ 3,745.00
<b>Sub-total</b>				<b>\$ 158,745.00</b>
<b>Total</b>				<b>\$ 277,575.00</b>

**Korona Park**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT BID</u>	<u>AMOUNT</u>
<b>SANITARY SEWER SYSTEM</b>				
2" PVC C-900 force main	lf	2,100	10.00	\$ 21,000.00
Blow-Off Ass'y	ea	1	275.00	\$ 275.00
Miscellaneous materials	ls	1	500.00	\$ 500.00
Sub-total				\$ 21,775.00
<b>POTABLE WATER SYSTEM</b>				
2" PVC C-900	lf	1,700	10.00	\$ 17,000.00
Blow-Off Ass'y	ea	1	275.00	\$ 275.00
Miscellaneous materials	ls	1	500.00	\$ 500.00
Sub-total				\$ 17,775.00
<b>EARTHWORK &amp; PAVING</b>				
Strip Site	cy	7,200	1.61	\$ 11,592.00
Lake Excavation	cy	19,000	2.68	\$ 50,920.00
Dewatering	ls	1	8,025.00	\$ 8,025.00
Imported Fill	cy	15,800	9.10	\$ 143,780.00
Rough Grading	ls	1	14,509.00	\$ 14,509.00
Seed & Mulch	sy	34,700	0.43	\$ 14,921.00
Sod - Bahia	sy	1,900	1.87	\$ 3,553.00
Silt Fence	lf	3,000	1.45	\$ 4,350.00
Staking & As-Builts	ls	1	1,250.00	\$ 1,250.00
Sub-total				\$ 252,900.00
<b>Total</b>				<b>\$ 292,450.00</b>

CONTRACT AGREEMENT

AGREEMENT made and entered into this 14<sup>th</sup> day of October in the year Two Thousand Four between **Plantation Bay Utility Company**, a Florida Corporation, with its principal place of business at 2379 Beville Road, Daytona Beach, FL 32119, hereinafter referred to as the "Owner", and **Volusia Construction Company, Inc.**, with its principal place of business at 952 Big Tree Road, South Daytona, FL, 32119, hereinafter referred to as the "Contractor".

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid by the Owner to the Contractor, receipt of which is hereby acknowledged, and in further consideration of the mutual promises, covenants, and agreements hereinafter contained, it is covenanted, stipulated and agreed by and between the parties hereto as follows, to-wit:

ARTICLE 1 - THE WORK

The Work shall consist of providing all labor, material, equipment, construction surveying, testing and As-Built record plans to install subdivision improvements acceptable to the County of Volusia and any other governing entity having authority over the Work including, but not limited to, sewer collection system and water distribution system, at the project known as **Plantation Bay Section 2EV Unit 2**, located in Volusia County, Florida, all in accordance with the Contract Documents as defined herein.

ARTICLE 2 - ENGINEER

The Engineer for this project is Finley Engineering Group, 5531 South Ridgewood Avenue, Unit 1, Port Orange, Fl 32127, or any successor Engineer who may be appointed by Owner.

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

TIME IS OF THE ESSENCE. The Work to be performed under this Contract shall be commenced by the Contractor within 3 days after written notification to Contractor to commence by Owner, and shall be diligently prosecuted to completion in accordance with the Construction Schedule. Contractor shall not enter upon the job site or commence any work until the notification to commence work has been issued by the Owner to the Contractor.

ARTICLE 4 - CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in this Contract Agreement and the General Conditions, in current funds, the Contract Sum of Two Hundred Ninety Six Thousand, Five Hundred Ninety Nine Dollars and Sixty Five Cents (~~\$296,599.65~~) dollars.

Adjustments to this fixed Contract Sum shall be made only for changes to the scope of work as authorized by Change Order with compensation for said adjustments, if any, to be made at the unit prices set forth in the completed Bid Form referenced in Article 7. Such unit prices are complete and include: (1) all materials, equipment, labor, delivery, jobsite overhead, home office overhead and profit; and (2) any other costs or expenses in connection with the performance of that portion of the work to which such unit prices apply. The Contractor has independently verified all quantities set forth in the plans and specifications, has notified the Engineer of any discrepancy and shall not be entitled to any increase in the Contract Price resulting from any errors therein.

ARTICLE 5 - PROGRESS PAYMENTS

Based upon Contractor Certified Applications for Payment, using AIA Document G702 or such other form as Owner shall approve, submitted with original signature (facsimiles are not acceptable for payment processing) submitted by the 25<sup>th</sup> day of each month to the Owner by the Contractor for work completed on or before that date, the Owner shall make verification as to the propriety of the application for payment to see that the work covered by it has actually

*R*

*Fu*

been satisfactorily completed and after approval, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows: Contractor shall be paid by the Owner on or before the last working day of the month for work in place by the 25<sup>th</sup> day of the previous month. Payment shall be in an amount equal to 90% of the value of the work in place less the amount of all payments previously made. The Owner in its sole discretion may, as it deems necessary, issue joint checks to the Contractor and Contractor's sub-contractors and/or materialmen. The Contractor agrees that these payment terms may be modified if necessary to meet the requirements of a construction lender, and agrees to execute such documents as are customarily required by such lender.

#### ARTICLE 6 - FINAL PAYMENT

Subject to the provisions of Article 15 of this Agreement, the Owner shall make final payment of retainage within forty-five (45) days after completion of the Work, provided the Contract be then fully performed, certified by the Project Engineer and approved by the governmental authority having jurisdiction over the Work. Prior to receiving final payment, Contractor shall deliver to Owner the following: (1) all maintenance and operating manuals; (2) marked sets of field record drawings and specifications reflecting as-built conditions; (3) reproducible mylar drawings reflecting the location of any concealed utilities, mechanical or electrical systems and components; (4) any special guaranties or warranties required by the contract documents; (5) assignments of all guaranties and warranties from subcontractors, vendors, suppliers or manufacturers; and (6) a list of the names, addresses and telephone numbers of all subcontractors and any other persons providing guarantees or warranties. The Owner in its sole discretion may, as it deems necessary, issue joint checks to the Contractor and Contractor's sub-contractors and/or materialmen.

#### ARTICLE 7 - ENUMERATION OF CONTRACT DOCUMENTS

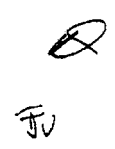
7.01 The Contract Documents are enumerated as follows:

1. Bid Proposal consisting of 1 page completed by Halifax Paving, Inc., dated October 11, 2004 and (2) Bid Proposals consisting of 3 pages each completed by Volusia Construction, Inc., dated October 7, 2004;
2. Contract Agreement;
3. Approved Construction Plans prepared by Finley Engineering Group consisting of 14 sheets (sheets 1-9 and D-1 thru D-2) of 20 sheets dated August 09, 2004;
4. Preliminary Plat prepared by Sliger and Associates consisting of 6 sheets and included in the Construction Plan Package (last sheets 1-6 of 20);
5. Governmental Permits listed below:

SJRWMD ERP Permit	#4-127-23132-3
DEP NPDES Permit Letter	#FLR 10M543
DEP Water Permit	#0080285-015-DSGP
DEP Sewer Permit	# 0018869-013-DWC
6. Volusia County Final Development Order dated September 13, 2004
7. Construction Schedule
8. Any Addenda issued prior to the execution of this Agreement
9. Any Change Orders and written interpretations of the Contract Documents issued by the Owner.

These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 9.02 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

7.02 Contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes and professional standards.



7.03 The Contract Documents shall be signed in not less than duplicate by the Owner and the Contractor. If either the Owner or the Contractor do not sign the Drawings, Specifications, or any of the other Contract Documents, the Owner shall identify them. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local and special conditions under which the Work is to be performed, including all structural, surface and subsurface conditions.

7.04 The term Work as used in the Contract Documents includes all labor including supervision necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

7.05 The Owner will be, in the first instance, the interpreter of the requirements of the Contract Documents.

7.06 The Owner will have authority to reject Work which does not conform to the Contract Documents.

#### ARTICLE 8 - OWNER

8.01 If the Contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

8.02 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then and thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

#### ARTICLE 9 - CONTRACTOR

9.01 Contractor warrants that it is authorized to do business in the State of Florida and properly licensed by all necessary authorities and entities having jurisdiction over it and over the Work and that its execution of this Agreement and its performance thereof are within its duly authorized powers.

9.02 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract provided the Contractor uses good construction practices not inconsistent with the plans and specifications hereunder. The Contractor shall perform the Work on a regular and continual basis.

9.03 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

9.04 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

9.05. The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of a good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective and shall be replaced by the Contractor at its own expense upon demand of the Owner.

9.06 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.





9.07 The Contractor shall give all notices and agrees to comply with all laws, permits, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the Owner if the Drawings and Specifications are at variance therewith. For this work specifically, the Contractor shall be responsible for complying with all governmental permits enumerated in Article 7.

9.08 The Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

9.09 The Contractor shall submit to Owner for review and approval all samples and shop drawings. The Work shall be in accordance with approved samples and shop drawings.

9.10 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall leave the Work clean and neat in appearance, except as otherwise specified. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor.

9.11 The Contractor is responsible for coordination the identification and relocation of any existing privately owned or municipal underground or above ground cables, pipes, or structures that may be required to complete the Work. All such relocation work shall be coordinated with the applicable municipality or company.

9.12 The Contractor agrees to coordinate and pay for all surveying work, testing and "As-Built Plans" required by the Contract Documents and Governmental regulations or authority.

9.13 The Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees and costs arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and including damage to any facility or equipment affixed to or underneath the site or adjacent property, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 9.13 shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 9.13 shall not extend to the liability of the Engineer, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specification, or (2) the giving of or the failure to give directions or instructions by the Owner, his agents or employees provided such giving or failure to give is the primary cause of the injury or damages. The indemnity contained in this paragraph extends to any damage claim or loss resulting from damage to underground equipment or facilities owned or maintained by any public or private utility, such as electric or telephone cables and water, gas, or sewer pipe.

#### ARTICLE 10 - SUBCONTRACTS

10.01 A Subcontractor is a person who has a direct contract with the Contractor to perform any of the work on the site.

10.02 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall furnish to the Owner in writing, at the time of their bid together with their bid form, a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ a Subcontractor to whom the Owner may have a

reasonable objection. Contracts between the Contractor and the Subcontractor (or the Subcontractor and its Sub-subcontractor at any time) shall be in accordance with the terms of this Agreement and shall include the provisions which:

- a. require that such Work be performed in accordance with the requirements of the Contract Documents;
- b. require the Subcontractor to carry and maintain insurance coverage in accordance with the Contract Documents, and to file certificates of such coverage with the Contractor;
- c. require any Subcontractor who serves a notice to Owner to submit certificates and waivers of liens for work completed or materials supplied by it as a condition to the disbursement of the progress payment next due and owing;
- d. require each Subcontractor to furnish to the Contractor in a timely fashion all information necessary for the preparation and submission of the reports required herein;
- e. require that each Subcontractor continue to perform under its subcontract in the event the Contract is terminated and the Owner shall take an assignment of said subcontract and request such Subcontractor to continue such performance;
- f. require each Subcontractor to remove all debris created by its activities; and

10.03 The Contractor shall pay each Subcontractor the amount due under the subcontract after receipt of payment from the Owner as provided in the subcontract documents. The Contractor shall also require each Subcontractor to make similar payments to his sub-subcontractors. If, due to a dispute, the Contractor does not make such payment to the Subcontractor or material suppliers, the contractor shall immediately bond the payment due and provide a copy of the Owner.

#### ARTICLE 11 - SEPARATE CONTRACTS

The Owner has the right to let other contracts in connection with the Work and the Contractor shall properly cooperate and coordinate schedules with any such other contractors.

#### ARTICLE 12 - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### Article 13 - MISCELLANEOUS PROVISIONS

13.01 The Contract shall be governed by the law of the place where the Project is located and both parties agree to adhere to such laws.

13.02 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Contractor shall not assign its interest in the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner and any attempt to do any of the foregoing shall be void.

13.03 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified prepaid mail, return receipt requested, to the last business address known to him who gives the notice.

13.04 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved, the Contractor shall give the Owner timely notice of its readiness and of the date arranged so the

Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests, corrective work and approvals unless otherwise provided.

#### ARTICLE 14 - TIME OF COMPLETION

14.01 All time limits stated in the Contract Documents are of the essence.

14.02 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, industry-wide strikes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, and which he could not reasonably anticipate by, or by any cause which the Owner may determine justified the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. Normal weather conditions shall not be a justifiable reason for extending the Contract Time. Any Change Order extending time for completion of the Work shall be presented to Owner within twenty (20) days after the occurrence of the event causing the request for Change Order.

14.03 When the Contractor considers the entire Work ready for its intended use, the Contractor shall notify the Project Engineer in writing that the entire Work is substantially complete, and request that the Engineer and the applicable governing authority make a final inspection of the Work. Contractor will include, with this notification, a detailed list of any items which are not complete. Within a reasonable time, thereafter, the Contractor and Project Engineer and the applicable governing authority shall make an inspection of the Work to determine status of completion. If the Engineer and/or the governing authority does not consider the Work substantially complete, then the Engineer will notify the Contractor in writing giving the reasons therefore. If the Engineer considers the Work to be substantially complete, then the Engineer will provide such notice in writing to the Contractor and to the Owner.

#### ARTICLE 15 - PAYMENTS

15.01 Payments shall be made as provided in Articles 5 and 6 of this Agreement.

15.02 Payments may be withheld on account of (1) defective Work not remedied; (2) unbonded claims of lien by subcontractors or suppliers or persons claiming through or under them if not discharged or transferred by contractor or party in privity within thirty (30) days; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the Work by the Contractor. Owner shall not withhold any amounts in excess of those necessary to transfer such lien to a cash bond.

15.03 No payments whatsoever shall be made to Contractor on account of any materials or equipment stored on the job site. Payments shall be made only for materials or equipment incorporated in the Work. Any materials stored on the job site by Contractor shall be the property of Contractor until installed by him and paid for by Owner. Any loss, damage or destruction of materials or equipment stored on the site shall be the sole responsibility of Contractor.

15.04 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 15 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor; or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

15.05 No progress payment, nor any partial or entire use of occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in Accordance with the Contract Documents.

15.06 Final payment shall not be due or paid until the Contractor has delivered to the Owner its affidavit as described in Section 713.06(3)(d) 1, Florida Statutes, and a complete release or waiver of all liens arising out of this Contract or in the Owner's discretion receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien, or any other document it deems appropriate and the work has been accepted, in writing, by the applicable governing authorities. The affidavit specified above shall be furnished whether or not required by Chapter 713, Florida Statutes.

15.07 The Contractor and any of his Subcontractors shall give and the Owner is entitled to receive a properly executed partial waiver of lien, in recordable form, on a form and with execution thereof acceptable to the Owner for all Work that the Contractor and Sub-contractors have been paid for. Owner shall be entitled to such partial waivers of lien immediately upon payment of this Work, or any other document it deems appropriate.

15.08 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens; (2) faulty or defective Work appearing after Substantial Completion; (3) failure of the Work to comply with the requirements of the Contract Documents; or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

#### ARTICLE 16 - PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of or loss to (1) all employees on the Work and other persons who may be affected thereby; (2) all Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto of every kind and description both personalty and realty including damage to underground equipment or facilities owned or maintained by any public or private utility, such as electric or telephone cables and water, gas, or sewer pipe, and protection of existing specimen trees lying outside the limits of vegetation removal required by the Construction Plans. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractors, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or the acts or omissions of the Owner or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

#### ARTICLE 17 - PERFORMANCE AND PAYMENT BONDS

If requested by Owner, the Contractor shall, within five (5) days from the date of Notification, pursuant to Article 3, to commence the work, provide Owner with a Performance Bond and a Labor and Materials Payment Bond, in a form and from a surety acceptable to Owner Identifying the Owner and its lender as obligee. Said Performance Bond shall be security for the full and faithful performance of all Work to be performed by Contractor and for the one (1) year maintenance obligation in the penal sum of 110% of the Contract Sum and shall be executed in the State of Florida. The Labor and Materials Payment Bond shall be required in the amount of 100% of the Contract Sum. The cost and expense of both bonds shall be borne by the Contractor. Upon completion of the Work, Contractor shall provide, to the entity specified by the Owner, a one year Maintenance Bond in the amount of 10% of the Contract Sum or as required by the governmental entity requiring the Bond.

#### ARTICLE 18 - CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly

employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Article 9. Certificates of such insurance shall be filed with the Owner prior to commencement of Work in amounts of not less than \$1,000,000 for bodily injury and \$200,000 for property damage naming the Owner as an additional insured under the policy. The policy shall remain in effect for the length of the entire job and the policy endorsement shall have a clause indicating that the policy cannot be canceled or terminated until after thirty (30) days written notice given to the Owner by the insurance carrier. In the event that Contractor leases its employees and secures worker's compensation coverage through an employee leasing provider, then Contractor must either: (A) provide Owner with an affidavit in a form satisfactory to Owner stating that contractor will use only its leased employees to perform work for Owner and will not use subcontractors or any other third party to perform such work or (B) Contractor will obtain and provide Owner with evidence in a form satisfactory to Owner that each and every subcontractor employed by Contractor to perform work contemplated by this Contract has provided Contractor with proof of such subcontractor's own worker's compensation coverage in an amount sufficient to satisfy the requirements of this Article 18. Any failure or breach under these insurance provisions is deemed to be a material and substantial breach and shall cause a default under this Contract. The cost of the insurance shall be borne by the Contractor.

#### ARTICLE 19 - OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

#### ARTICLE 20 - PROPERTY INSURANCE

20.01 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

20.02 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgage clause.

20.03 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

#### ARTICLE 21 - LIQUIDATED DAMAGES

21.01 The Work to be performed under these Contract Documents shall be substantially completed and approved by the Owner, Project Engineer and the applicable governing authority within the time limit set forth in the Contract Document. In the event that the Contractor does not satisfactorily and substantially complete all Work on or before the scheduled date established in the Contract Documents, the Contractor agrees to pay as liquidated damages for all calendar days past the scheduled completion date the sum of 0.1% of the contract sum per day. Any amount which may be due under this Article, may, at the option of Owner, be deducted from any monies due to Contractor or shall be payable to Owner upon demand, not as a penalty, but as liquidated damages.

21.02 The Contractor agrees to pay the Owner as liquidated damages the sum of Three Hundred and no/100 Dollars (\$300.00) for each and every tree three (3) inches diameter or greater, breast height, damaged or removed by the Contractor or its agents, employees, or subcontractors that was not clearly and specifically designated for removal. The Owner reserves the right to deduct this amount from any compensation due the Contractor. Any tree damage or tree removal shall be presumed to be caused by Contractor unless Contractor has clear and convincing proof to the contrary. In addition to the foregoing, the Contractor shall be



liable for any fines levied or mitigation required because of removal of any undesignated tree or trees.

#### ARTICLE 22 - CHANGES IN THE WORK

22.01 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, with the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order signed by the Owner.

22.02 The Contract Sum and the Contract Time may be changed only by a written Change Order signed by the Owner.

22.03 In the event the Contractor objects to any Change Order or matter relating thereto, such objection shall be made in writing within five (5) days after the date of the Change Order. During the five day period the Owner and the Contractor shall attempt to resolve the dispute. If the Dispute is not resolved by Owner and Contractor, then the Dispute Resolution Procedure specified in Article 25.04 shall apply.

22.04 Any Change in the Work provided by Change Order by the Owner shall not impair the obligations of any surety.

#### ARTICLE 23 - CORRECTION OF WORK

The Contractor shall promptly correct any Work that fails to conform to the requirements of the Contract Documents or governing authority during the progress of the Work and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of final payment to the Contractor. The Contractor will deliver to Owner any and all written guarantees received from suppliers and/or manufacturers on materials and equipment, i.e. pumps, electric panels, etc. If the Contractor fails to correct defective or nonconforming work, the Owner may correct it in accordance with Paragraph 8.02 hereof. The cost of all corrective work shall be borne by Contractor.

#### ARTICLE 24 - TERMINATION BY THE CONTRACTOR

If the Owner fails to make a required progress payment for a period of thirty days after the due date, the Contractor may, upon seven days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages, provided, however, that such amount does not exceed the contract price less amounts paid Contractor.

#### ARTICLE 25 - TERMINATION OR SUSPENSION BY THE OWNER

25.01 If the Contractor files for bankruptcy, or if a bankruptcy petition is filed against Contractor and not dismissed within 30 days, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or fails to perform the Work on a regular and continual basis in the sole judgment of Owner, or abandons the project for a period of ten (10) consecutive calendar days, or persistently disregards laws, ordinances, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, three days written notice, terminate the employment of the Contractor, and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

25.02 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.



25.03 The Owner shall have the right in its sole discretion, to either suspend prosecution of the Work or to terminate the Work as a result of any adverse action taken or threatened by any governmental agency against the Owner, Contractor, or the project or as a result of any legal, equitable or administrative action brought to enjoin or otherwise interfere with Owner and the completion of the project. Any such suspension or termination of Owner shall become effective seven (7) days after written notice from Owner to Contractor. In the event of a suspension under this Sub-article 25.03, Contractor agrees to recommence Work within ten (10) days after written notice to do so from Owner, providing, however, Contractor is not required to recommence such Work if the suspension exceeds thirty (30) consecutive days. In the event of any termination or a suspension which exceeds thirty (30) days under this Sub-article 25.03, the Contractor shall have the right to be compensated for Work previously authorized and completed in accordance with the Contract Documents as stated in Article 24 providing Contractor has not been in violation or breach of this Agreement.

25.04 In the event of a Dispute under paragraph 22.03 (as amended) or in any Dispute between Owner and Contractor as to an amount due to or from Contractor, the matter may be submitted to the Engineer by either party. If the Engineer fails to make a determination within five (5) days after a matter is submitted or if either Owner or Contractor is unwilling to be bound by such determination, then such dissenting party shall promptly notify the other party in writing. Prior to acceptance of final payment, either party may initiate litigation to determine the issue or issues in the Circuit Court, Seventh Judicial Circuit in and for Volusia County, Florida, which shall be the sole venue for any and all actions arising out of or related to this Contract. Unless notification is timely given and litigation is timely commenced, the Engineer's decision shall be final. Nothing Herein shall prevent the parties from suspending this provision by agreeing in writing to mediation or arbitration. In any action, arbitration or mediation arising out of or under this Contract, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred in the determination and/or enforcement of its rights under this Contract.

#### ARTICLE 26 - NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or application for employment because of race, creed, color or national origin.

#### ARTICLE 27 - PARTIAL INVALIDITY

The invalidity or illegality of any paragraph or portion thereof of this Contract shall not affect the remaining paragraphs of this Contract, which paragraphs shall remain in full force and effect.

#### ARTICLE 28 - SINGULAR AND PLURAL FORMS

Whenever the context of the Contract so requires or admits any singular form shall be construed to be plural and any plural form as being singular.

#### ARTICLE 29 - GENDER

Whenever any gender is used in the Contract, the gender shall be deemed to include the masculine, feminine, and neuter forms, as the sense so requires.

#### ARTICLE 30 - ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties hereto, relative to the subject matter of this Agreement and may not be altered or modified except in writing executed by both parties hereto, unless otherwise herein provided.

#### ARTICLE 31 - FINANCING CONTINGENCY

The Owner's obligation to proceed under this Contract is subject to and contingent upon Owner receiving a financing commitment or commitments for the project acceptable to it, in its sole discretion, and upon the satisfactory closing of any such financing arrangements and funding thereunder. It is agreed and understood that in the event Owner does not receive, or



having received does not close upon financing arrangements acceptable to it in its sole discretion, then in that event it need not proceed with any work hereunder and may terminate this Contract without liability upon written notice to Contractor.

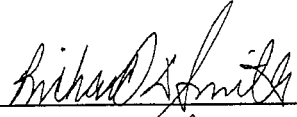
The Contractor shall cooperate with Owner and Owner's lender to execute and deliver such documents as Owner's lender may reasonably request in connection with Owner's financing for construction of the Project, provided that such documents are customarily required.

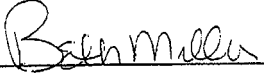
It is agreed and understood that this Contract may be amended with respect to the scope of the Work or otherwise in connection with any requirements of Owner's lender, and Contractor agrees to amend this Contract if so requested by Owner.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

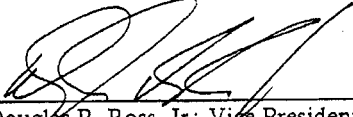
Witness

  
\_\_\_\_\_  
(Printed Name) Richard D. Smith

  
\_\_\_\_\_  
(Printed Name) BETH MILLER

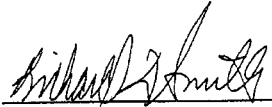
"Owner"

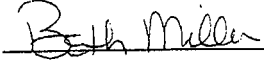
PLANTATION BAY UTILITY COMPANY  
a Florida Corporation

By:   
\_\_\_\_\_  
Douglas R. Ross, Jr., Vice President

(Corporate Seal)

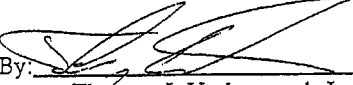
Witness

  
\_\_\_\_\_  
(Printed Name) Richard D. Smith

  
\_\_\_\_\_  
(Printed Name) BETH MILLER

"Contractor"

VOLUSIA CONSTRUCTION COMPANY, INC.

By:   
\_\_\_\_\_  
Thomas J. Underwood, Jr.,  
Secretary/Treasurer

(Corporate Seal)

License #: \_\_\_\_\_  
Federal I.D. #: \_\_\_\_\_  
Telephone #: (386) 761-6111

**VOLUSIA  
CONSTRUCTION  
COMPANY, INC.**  
UNDERGROUND UTILITIES

PAGE 1 OF 3

OCTOBER 7, 2004 REV.

TO: PLANTATION BAY UTILITIES  
2359 BEVILLE ROAD  
DAYTONA BEACH, FLORIDA 32119

ATTN: TOM RUSSO

**PLANTATION BAY  
SECTION 2 E-V, UNIT 2 UTILITIES  
PER LATEST PLAN REVISION DATED 08/09/04**

---

**A. SANITARY SEWER**

1.	8" PVC, SDR-35				
a.	0-6' CUT	305	LF	17.60	5,368.00
b.	6-8' CUT	487	LF	19.95	9,715.65
c.	8-10' CUT	535	LF	27.05	14,471.75
d.	10-12' CUT	795	LF	35.05	27,864.75
e.	12-14' CUT	755	LF	47.25	35,673.75
f.	14-16' CUT	515	LF	62.25	32,058.75
2.	48" DIA. MANHOLES				
a.	0-6' DEEP	2	EA	1,970.00	3,940.00
b.	6-8' DEEP	2	EA	2,175.00	4,350.00
c.	8-10' DEEP	2	EA	2,545.00	5,090.00
d.	10-12' DEEP	2	EA	3,020.00	6,040.00
e.	12-14' DEEP	4	EA	3,520.00	14,080.00
f.	14-16' DEEP	1	EA	4,070.00	4,070.00
3.	CONNECT TO EXISTING MANHOLE				
a.	14-16' DEEP	1	EA	1,800.00	1,800.00
b.	16-18' DEEP	1	EA	2,000.00	2,000.00
c.	CONSTRUCT DROP PAD & 90 BEND	1	LS	800.00	800.00
4.	GRAVEL BEDDING FOR MANHOLES	45	CY	28.00	1,260.00

R  
H

5.	DROP CONNECTION	6.0	VF	270.00	1,620.00
6.	SERVICES				
a.	8" X 4" SINGLE	82	EA	175.00	14,350.00
	<b>SUBTOTAL</b>				<b>\$ 184,552.65</b>
<b>B. WATER DISTRIBUTION</b>					
1.	PVC MAIN WITH FITTINGS				
a.	6" DR-18	270	LF	12.10	3,267.00
b.	8" DR-18	3690	LF	15.30	56,457.00
2.	GATE VALVE WITH BOX				
a.	6"	2	EA	625.00	1,250.00
b.	8"	8	EA	815.00	6,520.00
3.	FIRE HYDRANT WITH VALVE	8	EA	2,010.00	16,080.00
4.	2" BLOWOFF ASSEMBLY	3	EA	385.00	1,155.00
5.	SERVICES				
a.	3/4" SINGLE	22	EA	191.00	4,202.00
b.	1" X 3/4" DOUBLE	31	EA	216.00	6,696.00
6.	CONNECT TO EXISTING STUB	1	EA	360.00	360.00
7.	RESTRAINED JOINTS	1	LS	1,010.00	1,010.00
	<b>SUBTOTAL</b>				<b>\$ 96,997.00</b>

*D*  
*Fr*

**C. MISCELLANEOUS**

1.	SURVEY LAYOUT	1	LS	3,500.00	3,500.00
2.	AS-BUILT DRAWINGS	1	LS	5,250.00	5,250.00
3.	TESTING	1	LS	3,000.00	3,000.00
4.	TRENCH SAFETY	1	LS	3,300.00	3,300.00
	<b>SUBTOTAL</b>				<b>\$ 15,050.00</b>
	<b>GRAND TOTAL</b>				<b>\$ 296,599.65</b>

NOTES:

1. ALL PERMITS AND IMPACT/INSPECTION FEES ARE TO BE BY OTHERS.
2. ALL CLEARING, SILT FENCE, FILL DIRT, GRADING, ROADWAY CONSTRUCTION, CURB, SIDEWALK, SOD AND SEED & MULCH ARE TO BE BY OTHERS.
3. UNIT PRICES WILL BE HONORED FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL. MARKET INCREASES MAY APPLY THEREAFTER.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

VOLUSIA CONSTRUCTION COMPANY



Handwritten signature and initials in the bottom right corner of the page.

# Halifax Paving, Inc.

P.O. Box 730549 Ormond Beach, Fl 32173

Phone 386-676-0200 Fax 386-676-0803

E-mail; halifaxpaving@cfl.rr.com

DATE: 09/23/2005

TIME: 3:22 PM

TO: ICI Homes  
2379 Beville Road  
Daytona Beach, FL 32119

ATTN: Dick Smith  
PHONE: 788-0820

FAX: 760-2237



JOB NAME: Plantation Bay Section 2A-F, Unit 7

LOCATED AT: Ormond Beach

PLANS BY: Finley & Associates

DATE OF PLANS: 05/12/2005

**\*\*Prices Are Good For Work Completed Through 06/30/06\*\***

BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>PLANTATION BAY 2AF-UNIT 7</b>				
<b>SUBDIVISION</b>				
Clear & Grubb	56.32	AC	\$ 3,400.00	\$ 191,488.00
Lake Excavation	53745	CY	\$ 2.50	\$ 134,362.50
Imported Fill	275000	CY	\$ 8.50	\$ 2,337,500.00
Dewatering	1	LS	\$ 8,000.00	\$ 8,000.00
Road Grading	1	LS	\$ 52,000.00	\$ 52,000.00
Asphalt 1 1/2" Type 1	15575	SY	\$ 6.00	\$ 93,450.00
6" Soil Cement Base	19270	SY	\$ 7.50	\$ 144,525.00
6" Stabilized Subbase	20500	SY	\$ 2.50	\$ 51,250.00
6" Stabilized Shoulder	4930	SY	\$ 2.50	\$ 12,325.00
Striping & Signs	1	LS	\$ 2,600.00	\$ 2,600.00
Wheel Stops	35	EA	\$ 35.00	\$ 1,225.00
Handicap Ramps	11	EA	\$ 300.00	\$ 3,300.00
4" Common Area Sidewalk	4300	SF	\$ 2.90	\$ 12,470.00
Miami Curb	11085	LF	\$ 8.10	\$ 89,788.50
Seed & Mulch	152210	SY	\$ 0.40	\$ 60,884.00
Sod-Bahia	21400	SY	\$ 1.75	\$ 37,450.00
Silt Fence	8440	LF	\$ 1.35	\$ 11,394.00
Turbidity Barrier	340	LF	\$ 10.00	\$ 3,400.00
NPDES	1	LS	\$ 8,000.00	\$ 8,000.00
As-Builts	1	LS	\$ 5,000.00	\$ 5,000.00
Testing	1	LS	\$ 3,400.00	\$ 3,400.00
Staking	1	LS	\$ 6,700.00	\$ 6,700.00
Maintenance Bond	1	LS	\$ 300.00	\$ 300.00
Conservation Area Signs	22	EA	\$ 185.00	\$ 4,070.00
			<b>SUBTOTAL</b>	<b>\$ 3,274,882.00</b>
<b>SANITARY SEWER SYSTEM</b>				
8" PVC SDR-26 0'-6'	658	LF	\$ 31.50	\$ 20,727.00
8" PVC SDR-26 6'-8'	1188	LF	\$ 34.65	\$ 41,164.20
8" PVC SDR-26 8'-10'	1254	LF	\$ 37.80	\$ 47,401.20
8" PVC SDR-26 10'-12'	740	LF	\$ 47.25	\$ 34,965.00
8" PVC SDR-26 12'-14'	910	LF	\$ 54.60	\$ 49,686.00
8" PVC SDR-26 14'-16'	111	LF	\$ 60.90	\$ 6,759.00
Precast Manhole 0'-6'	1	EA	\$ 2,625.00	\$ 2,625.00
Precast Manhole 6'-8'	4	EA	\$ 2,940.00	\$ 11,760.00
Precast Manhole 8'-10'	7	EA	\$ 3,360.00	\$ 23,520.00
Precast Manhole 10'-12'	4	EA	\$ 3,990.00	\$ 15,960.00
Precast Manhole 12'-14'	4	EA	\$ 4,620.00	\$ 18,480.00
Precast Manhole 14'-16'	2	EA	\$ 5,880.00	\$ 11,760.00
4" Single Service Lateral	204	EA	\$ 299.25	\$ 61,047.00
Television Inspection And Report	14880	LF	\$ 1.60	\$ 23,808.00
Sewer As-Builts	1	LS	\$ 13,015.00	\$ 13,015.00
Construction Layout	1	LS	\$ 15,215.00	\$ 15,215.00
Miscellaneous Materials	1	LS	\$ 8,000.00	\$ 8,000.00
			<b>SUBTOTAL</b>	<b>\$ 405,893.30</b>

**POTABLE WATER SYSTEM**

12" CL350 DIP	180	LF	\$	32.10	\$	5,778.00
8" SDR-18	4900	LF	\$	18.90	\$	92,610.00
8" CL350 DIP	80	LF	\$	24.15	\$	1,932.00
2" SCH-40	690	LF	\$	12.60	\$	8,694.00
12" Gate Valve	4	EA	\$	1,968.75	\$	7,875.00
8" Gate Valve	10	EA	\$	1,023.75	\$	10,237.50
2" Gate Valve	5	EA	\$	446.25	\$	2,231.25
Fire Hydrant Assembly With Gate Valve	11	EA	\$	3,097.50	\$	34,072.50
Blow Off Assembly	4	EA	\$	997.50	\$	3,990.00
1" Single Service Lateral	2	EA	\$	367.50	\$	735.00
1" Double Service Lateral	101	EA	\$	420.00	\$	42,420.00
Bacteriological Testing	5850	LF	\$	1.05	\$	6,142.50
Water As-Builts	1	LS	\$	4,580.25	\$	4,580.25
Construction Layout	1	LS	\$	6,275.00	\$	6,275.00
Miscellaneous Materials	1	LS	\$	7,350.00	\$	7,350.00
				<b>SUBTOTAL</b>	<b>\$</b>	<b>234,923.00</b>

**STORM DRAINAGE SYSTEM**

18" RCP	3437	LF	\$	39.90	\$	137,136.30
24" RCP	117	LF	\$	50.40	\$	5,896.80
36" RCP	64	LF	\$	75.60	\$	4,838.40
42" RCP	144	LF	\$	94.50	\$	13,608.00
Type 'C' Inlet	33	EA	\$	2,257.50	\$	74,497.50
Type 'E' Inlet	3	EA	\$	2,388.75	\$	7,166.25
Drainage Control Structure With Skimmer	1	EA	\$	3,885.00	\$	3,885.00
Junction Box	2	EA	\$	2,205.00	\$	4,410.00
18" M.E.S.	13	EA	\$	1,155.00	\$	15,015.00
24" M.E.S.	2	EA	\$	1,522.50	\$	3,045.00
36" M.E.S.	1	EA	\$	2,283.75	\$	2,283.75
42" M.E.S.	2	EA	\$	3,018.75	\$	6,037.50
Drainage As-Builts	1	LS	\$	7,335.00	\$	7,335.00
Construction Layout	1	LS	\$	755.00	\$	755.00
Miscellaneous Materials	1	LS	\$	9,975.00	\$	9,975.00
				<b>SUBTOTAL</b>	<b>\$</b>	<b>295,884.50</b>

**GRAND TOTAL FOR PLANT. BAY 2AF-UNIT 7** **\$ 4,211,582.80**  
**SUBDIVISION**

**PLANTATION BAY 2AF-UNIT 7****BAY DRIVE**

Clear & Grubb	2.35	AC	\$	3,400.00	\$	7,990.00
Lake Excavation	20000	CY	\$	2.50	\$	50,000.00
Imported Fill	4000	CY	\$	8.50	\$	34,000.00
Dewatering	1	LS	\$	8,000.00	\$	8,000.00
Road Grading	1	LS	\$	52,000.00	\$	52,000.00
Asphalt 1 1/2" Type 1	4110	SY	\$	6.00	\$	24,660.00
6" Soil Cement Base	5090	SY	\$	7.50	\$	38,175.00
6" Stabilized Subbase	5420	SY	\$	2.50	\$	13,550.00
6" Stabilized Shoulder	1310	SY	\$	2.50	\$	3,275.00
Striping & Signs	1	LS	\$	2,600.00	\$	2,600.00
Barricades	2	EA	\$	35.00	\$	70.00
Handicap Ramps	2	EA	\$	300.00	\$	600.00
4" Common Area Sidewalk	10890	SF	\$	2.90	\$	31,581.00
Type 'F' Curb	2940	LF	\$	8.10	\$	23,814.00
Seed & Mulch	6115	SY	\$	0.40	\$	2,446.00
Sod-Bahia	2100	SY	\$	1.75	\$	3,675.00
Silt Fence	700	LF	\$	1.35	\$	945.00
NPDES	1	LS	\$	8,000.00	\$	8,000.00
As-Builts	1	LS	\$	5,000.00	\$	5,000.00
Testing	1	LS	\$	3,400.00	\$	3,400.00
Staking	1	LS	\$	6,700.00	\$	6,700.00
Maintenance Bond	1	LS	\$	300.00	\$	300.00
				<b>SUBTOTAL</b>	<b>\$</b>	<b>320,781.00</b>

**SANITARY SEWER SYSTEM**

Connect To Existing 8" Stub-Out	1	EA	\$ 1,155.00	\$ 1,155.00
8" PVC SDR-26 14'-16'	220	LF	\$ 60.90	\$ 13,398.00
Television Inspection And Report	220	LF	\$ 1.60	\$ 352.00
Sewer As-Builts	1	LS	\$ 585.00	\$ 585.00
Construction Layout	1	LS	\$ 685.00	\$ 685.00
			<b>SUBTOTAL</b>	<b>\$ 16,175.00</b>

**POTABLE WATER SYSTEM**

Connect To Existing 12" PVC	1	EA	\$ 525.00	\$ 525.00
12" PVC C900	1490	LF	\$ 27.30	\$ 40,677.00
8" Gate Valve	2	EA	\$ 1,023.75	\$ 2,047.50
Blow Off Assembly	2	EA	\$ 997.50	\$ 1,995.00
Jumper	1	EA	\$ 1,181.25	\$ 1,181.25
Bacteriological Testing	1490	LF	\$ 1.05	\$ 1,564.50
Water As-Builts	1	LS	\$ 1,200.00	\$ 1,200.00
Construction Layout	1	LS	\$ 1,495.00	\$ 1,495.00
			<b>SUBTOTAL</b>	<b>\$ 50,685.25</b>

**STORM DRAINAGE SYSTEM**

18" RCP	235	LF	\$ 39.90	\$ 9,376.50
24" RCP	195	LF	\$ 50.40	\$ 9,828.00
Type 'C' Inlet	6	EA	\$ 2,257.50	\$ 13,545.00
Drainage Control Structure With Skimmer	1	EA	\$ 3,885.00	\$ 3,885.00
Junction Box	1	EA	\$ 2,205.00	\$ 2,205.00
18" M.E.S.	3	EA	\$ 1,155.00	\$ 3,465.00
Drainage As-Builts	1	LS	\$ 645.00	\$ 645.00
Construction Layout	1	LS	\$ 755.00	\$ 755.00
			<b>SUBTOTAL</b>	<b>\$ 43,704.50</b>

**CANAL CROSSING**

12.11' X 7.5' Arch Pipe (2 Runs Of 123')	246	LF	\$ 1,050.00	\$ 258,300.00
12.11' X 7.5' Arch Pipe (2 Runs Of 310')	620	LF	\$ 1,050.00	\$ 651,000.00
Headwall For Double Arch Pipe	4	EA	\$ 33,967.50	\$ 135,870.00
Fabriform At Double Arch Pipe	515	SY	\$ 48.30	\$ 24,874.50
			<b>SUBTOTAL</b>	<b>\$ 1,070,044.50</b>

**GRAND TOTAL FOR PLANT, BAY 2AF-UNIT 7** \$ 1,501,390.25  
**BAY DRIVE**

**We propose to execute the above scope of work for the sum of:** \$ 5,712,973.05

**EXCLUSIONS:**

WE PROPOSE TO PERFORM ONLY THE WORK EXPLICITLY DESCRIBED ABOVE  
 ANY ITEM OF WORK WHICH IS NOT EXPLICITLY DESCRIBED ABOVE IS NOT INCLUDED IN THIS PROPOSAL  
 THIS ITEMIZED PROPOSAL SHALL BECOME A BINDING ADDENDUM TO ANY CONTRACT DERIVED FROM THIS PROPOSAL.  
 Permit Applications, Permit Fees, Impact Fees, or Other Fees of any kind are NOT INCLUDED in this Proposal.  
 This Proposal may be withdrawn by us if not accepted within 30 days.  
 All work is guaranteed to be as specified.  
 All work is to be completed in a workmanlike manner according to standard construction practices.  
 Any alteration or deviation from the above scope of work, will be executed only upon written orders.  
 Any alteration or deviation from the above scope of work, involving extra costs, will become an extra charge over and above this Proposal.  
 Owner to carry Fire, Tomado, Hurricane and other necessary insurance.  
 Our Workers are fully covered by Workmen's Compensation Insurance.

**Acceptance of Proposal -**  
 The above scope of work, specifications, conditions, and prices are satisfactory and are hereby accepted.  
 Halifax Paving is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

Proposal of

# Halifax Paving, Inc.

P.O. Box 730549 Ormond Beach, FL 32173  
 Phone 386-676-0200 Fax 386-676-0803  
 E-mail; halifaxpaving@cfl.rr.com

DATE: 09/23/2005

TIME: 3:22 PM

TO: ICI Homes  
 2379 Beville Road  
 Daytona Beach, FL 32119

ATTN: Dick Smith  
 PHONE: 788-0820

FAX: 760-2237



JOB NAME: Plantation Bay Section 2A-F, Unit 7

LOCATED AT: Ormond Beach

PLANS BY: Finley & Associates

DATE OF PLANS: 05/12/2005

**\*\*Prices Are Good For Work Completed Through 06/30/06\*\***

BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>PLANTATION BAY 2AF-UNIT 7</b>				
<b>SUBDIVISION</b>				
Clear & Grubb	56.32	AC	\$ 3,400.00	\$ 191,488.00
Lake Excavation	53745	CY	\$ 2.50	\$ 134,362.50
Imported Fill	275000	CY	\$ 8.50	\$ 2,337,500.00
Dewatering	1	LS	\$ 8,000.00	\$ 8,000.00
Road Grading	1	LS	\$ 52,000.00	\$ 52,000.00
Asphalt 1 1/2" Type 1	15575	SY	\$ 6.00	\$ 93,450.00
6" Soil Cement Base	19270	SY	\$ 7.50	\$ 144,525.00
6" Stabilized Subbase	20500	SY	\$ 2.50	\$ 51,250.00
6" Stabilized Shoulder	4930	SY	\$ 2.50	\$ 12,325.00
Striping & Signs	1	LS	\$ 2,600.00	\$ 2,600.00
Wheel Stops	35	EA	\$ 35.00	\$ 1,225.00
Handicap Ramps	11	EA	\$ 300.00	\$ 3,300.00
4" Common Area Sidewalk	4300	SF	\$ 2.90	\$ 12,470.00
Miami Curb	11085	LF	\$ 8.10	\$ 89,788.50
Seed & Mulch	152210	SY	\$ 0.40	\$ 60,884.00
Sod-Bahia	21400	SY	\$ 1.75	\$ 37,450.00
Silt Fence	8440	LF	\$ 1.35	\$ 11,394.00
Turbidity Barrier	340	LF	\$ 10.00	\$ 3,400.00
NPDES	1	LS	\$ 8,000.00	\$ 8,000.00
As-Builts	1	LS	\$ 5,000.00	\$ 5,000.00
Testing	1	LS	\$ 3,400.00	\$ 3,400.00
Staking	1	LS	\$ 6,700.00	\$ 6,700.00
Maintenance Bond	1	LS	\$ 300.00	\$ 300.00
Conservation Area Signs	22	EA	\$ 185.00	\$ 4,070.00
			<b>SUBTOTAL</b>	<b>\$ 3,274,882.00</b>
<b>SANITARY SEWER SYSTEM</b>				
8" PVC SDR-26 0'-6'	658	LF	\$ 31.50	\$ 20,727.00
8" PVC SDR-26 6'-8'	1188	LF	\$ 34.65	\$ 41,164.20
8" PVC SDR-26 8'-10'	1254	LF	\$ 37.80	\$ 47,401.20
8" PVC SDR-26 10'-12'	740	LF	\$ 47.25	\$ 34,965.00
8" PVC SDR-26 12'-14'	910	LF	\$ 54.60	\$ 49,686.00
8" PVC SDR-26 14'-16'	111	LF	\$ 60.90	\$ 6,759.90
Precast Manhole 0'-6'	1	EA	\$ 2,625.00	\$ 2,625.00
Precast Manhole 6'-8'	4	EA	\$ 2,940.00	\$ 11,760.00
Precast Manhole 8'-10'	7	EA	\$ 3,360.00	\$ 23,520.00
Precast Manhole 10'-12'	4	EA	\$ 3,990.00	\$ 15,960.00
Precast Manhole 12'-14'	4	EA	\$ 4,620.00	\$ 18,480.00
Precast Manhole 14'-16'	2	EA	\$ 5,880.00	\$ 11,760.00
4" Single Service Lateral	204	EA	\$ 299.25	\$ 61,047.00
Television Inspection And Report	14880	LF	\$ 1.60	\$ 23,808.00
Sewer As-Builts	1	LS	\$ 13,015.00	\$ 13,015.00
Construction Layout	1	LS	\$ 15,215.00	\$ 15,215.00
Miscellaneous Materials	1	LS	\$ 8,000.00	\$ 8,000.00
			<b>SUBTOTAL</b>	<b>\$ 405,893.30</b>



**POTABLE WATER SYSTEM**

12" CL350 DIP	180	LF	\$	32.10	\$	5,778.00
8" SDR-18	4900	LF	\$	18.90	\$	92,610.00
8" CL350 DIP	80	LF	\$	24.15	\$	1,932.00
2" SCH-40	690	LF	\$	12.60	\$	8,694.00
12" Gate Valve	4	EA	\$	1,968.75	\$	7,875.00
8" Gate Valve	10	EA	\$	1,023.75	\$	10,237.50
2" Gate Valve	5	EA	\$	446.25	\$	2,231.25
Fire Hydrant Assembly With Gate Valve	11	EA	\$	3,097.50	\$	34,072.50
Blow Off Assembly	4	EA	\$	997.50	\$	3,990.00
1" Single Service Lateral	2	EA	\$	367.50	\$	735.00
1" Double Service Lateral	101	EA	\$	420.00	\$	42,420.00
Bacteriological Testing	5850	LF	\$	1.05	\$	6,142.50
Water As-Builts	1	LS	\$	4,580.25	\$	4,580.25
Construction Layout	1	LS	\$	6,275.00	\$	6,275.00
Miscellaneous Materials	1	LS	\$	7,350.00	\$	7,350.00
				<b>SUBTOTAL</b>	<b>\$</b>	<b>234,923.00</b>

**STORM DRAINAGE SYSTEM**

18" RCP	3437	LF	\$	39.90	\$	137,136.30
24" RCP	117	LF	\$	50.40	\$	5,896.80
36" RCP	64	LF	\$	75.60	\$	4,838.40
42" RCP	144	LF	\$	94.50	\$	13,608.00
Type 'C' Inlet	33	EA	\$	2,257.50	\$	74,497.50
Type 'E' Inlet	3	EA	\$	2,388.75	\$	7,166.25
Drainage Control Structure With Skimmer	1	EA	\$	3,885.00	\$	3,885.00
Junction Box	2	EA	\$	2,205.00	\$	4,410.00
18" M.E.S.	13	EA	\$	1,155.00	\$	15,015.00
24" M.E.S.	2	EA	\$	1,522.50	\$	3,045.00
36" M.E.S.	1	EA	\$	2,283.75	\$	2,283.75
42" M.E.S.	2	EA	\$	3,018.75	\$	6,037.50
Drainage As-Builts	1	LS	\$	7,335.00	\$	7,335.00
Construction Layout	1	LS	\$	755.00	\$	755.00
Miscellaneous Materials	1	LS	\$	9,975.00	\$	9,975.00
				<b>SUBTOTAL</b>	<b>\$</b>	<b>295,884.50</b>

**GRAND TOTAL FOR PLANT. BAY 2AF-UNIT 7** **\$ 4,211,582.80**  
**SUBDIVISION**

**PLANTATION BAY 2AF-UNIT 7****BAY DRIVE**

Clear & Grubb	2.35	AC	\$	3,400.00	\$	7,990.00
Lake Excavation	20000	CY	\$	2.50	\$	50,000.00
Imported Fill	4000	CY	\$	8.50	\$	34,000.00
Dewatering	1	LS	\$	8,000.00	\$	8,000.00
Road Grading	1	LS	\$	52,000.00	\$	52,000.00
Asphalt 1 1/2" Type 1	4110	SY	\$	6.00	\$	24,660.00
6" Soil Cement Base	5090	SY	\$	7.50	\$	38,175.00
6" Stabilized Subbase	5420	SY	\$	2.50	\$	13,550.00
6" Stabilized Shoulder	1310	SY	\$	2.50	\$	3,275.00
Striping & Signs	1	LS	\$	2,600.00	\$	2,600.00
Barricades	2	EA	\$	35.00	\$	70.00
Handicap Ramps	2	EA	\$	300.00	\$	600.00
4" Common Area Sidewalk	10890	SF	\$	2.90	\$	31,581.00
Type 'F' Curb	2940	LF	\$	8.10	\$	23,814.00
Seed & Mulch	6115	SY	\$	0.40	\$	2,446.00
Sod-Bahia	2100	SY	\$	1.75	\$	3,675.00
Silt Fence	700	LF	\$	1.35	\$	945.00
NPDES	1	LS	\$	8,000.00	\$	8,000.00
As-Builts	1	LS	\$	5,000.00	\$	5,000.00
Testing	1	LS	\$	3,400.00	\$	3,400.00
Staking	1	LS	\$	6,700.00	\$	6,700.00
Maintenance Bond	1	LS	\$	300.00	\$	300.00
				<b>SUBTOTAL</b>	<b>\$</b>	<b>320,781.00</b>

**SANITARY SEWER SYSTEM**

Connect To Existing 8" Stub-Out	1	EA	\$ 1,155.00	\$ 1,155.00
8" PVC SDR-26 14'-16'	220	LF	\$ 60.90	\$ 13,398.00
Television Inspection And Report	220	LF	\$ 1.60	\$ 352.00
Sewer As-Builts	1	LS	\$ 585.00	\$ 585.00
Construction Layout	1	LS	\$ 685.00	\$ 685.00
			<b>SUBTOTAL</b>	<b>\$ 16,175.00</b>

**POTABLE WATER SYSTEM**

Connect To Existing 12" PVC	1	EA	\$ 525.00	\$ 525.00
12" PVC C900	1490	LF	\$ 27.30	\$ 40,677.00
8" Gate Valve	2	EA	\$ 1,023.75	\$ 2,047.50
Blow Off Assembly	2	EA	\$ 997.50	\$ 1,995.00
Jumper	1	EA	\$ 1,181.25	\$ 1,181.25
Bacteriological Testing	1490	LF	\$ 1.05	\$ 1,564.50
Water As-Builts	1	LS	\$ 1,200.00	\$ 1,200.00
Construction Layout	1	LS	\$ 1,495.00	\$ 1,495.00
			<b>SUBTOTAL</b>	<b>\$ 50,685.25</b>

**STORM DRAINAGE SYSTEM**

18" RCP	235	LF	\$ 39.90	\$ 9,376.50
24" RCP	195	LF	\$ 50.40	\$ 9,828.00
Type 'C' Inlet	6	EA	\$ 2,257.50	\$ 13,545.00
Drainage Control Structure With Skimmer	1	EA	\$ 3,885.00	\$ 3,885.00
Junction Box	1	EA	\$ 2,205.00	\$ 2,205.00
18" M.E.S.	3	EA	\$ 1,155.00	\$ 3,465.00
Drainage As-Builts	1	LS	\$ 645.00	\$ 645.00
Construction Layout	1	LS	\$ 755.00	\$ 755.00
			<b>SUBTOTAL</b>	<b>\$ 43,704.50</b>

**CANAL CROSSING**

12.11' X 7.5' Arch Pipe (2 Runs Of 123')	246	LF	\$ 1,050.00	\$ 258,300.00
12.11' X 7.5' Arch Pipe (2 Runs Of 310')	620	LF	\$ 1,050.00	\$ 651,000.00
Headwall For Double Arch Pipe	4	EA	\$ 33,967.50	\$ 135,870.00
Fabriform At Double Arch Pipe	515	SY	\$ 48.30	\$ 24,874.50
			<b>SUBTOTAL</b>	<b>\$ 1,070,044.50</b>

**GRAND TOTAL FOR PLANT, BAY 2AF-UNIT 7** **\$ 1,501,390.25**  
**BAY DRIVE**

---

**We propose to execute the above scope of work for the sum of:** **\$ 5,712,973.05**

---

**EXCLUSIONS:**

---

WE PROPOSE TO PERFORM ONLY THE WORK EXPLICITLY DESCRIBED ABOVE  
 ANY ITEM OF WORK WHICH IS NOT EXPLICITLY DESCRIBED ABOVE IS NOT INCLUDED IN THIS PROPOSAL  
 THIS ITEMIZED PROPOSAL SHALL BECOME A BINDING ADDENDUM TO ANY CONTRACT DERIVED FROM THIS PROPOSAL.  
 Permit Applications, Permit Fees, Impact Fees, or Other Fees of any kind are NOT INCLUDED in this Proposal.  
 This Proposal may be withdrawn by us if not accepted within 30 days.  
 All work is guaranteed to be as specified.  
 All work is to be completed in a workmanlike manner according to standard construction practices.  
 Any alteration or deviation from the above scope of work, will be executed only upon written orders.  
 Any alteration or deviation from the above scope of work, involving extra costs, will become an extra charge over and above this Proposal.  
 Owner to carry Fire, Tornado, Hurricane and other necessary insurance.  
 Our Workers are fully covered by Workmen's Compensation Insurance.

---

**Acceptance of Proposal -**  
 The above scope of work, specifications, conditions, and prices are satisfactory and are hereby accepted.  
 Halifax Paving is authorized to do the work as specified. Payments will be made as outlined above.

Authorized Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

# Halifax Paving, Inc.

P.O. Box 730549 Ormond Beach, Fl 32173

DATE: 09/23/2005

Phone 386-676-0200 Fax 386-676-0803

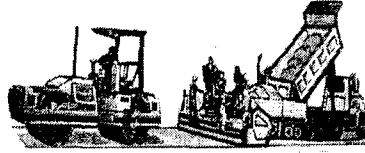
TIME: 3:22 PM

E-mail: halifaxpaving@cfl.rr.com

TO: ICI Homes  
2379 Beville Road  
Daytona Beach, FL 32119

ATTN: Dick Smith  
PHONE: 788-0820

FAX: 760-2237



JOB NAME: Plantation Bay Section 2A-F, Unit 7      LOCATED AT: Ormond Beach

PLANS BY: Finley & Associates      DATE OF PLANS: 05/12/2005

**\*\*Prices Are Good For Work Completed Through 06/30/06\*\***

BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>PLANTATION BAY 2AF-UNIT 7</b>				
<b>SUBDIVISION</b>				
Clear & Grubb	56.32	AC	\$ 3,400.00	\$ 191,488.00
Lake Excavation	53745	CY	\$ 2.50	\$ 134,362.50
Imported Fill	275000	CY	\$ 8.50	\$ 2,337,500.00
Dewatering	1	LS	\$ 8,000.00	\$ 8,000.00
Road Grading	1	LS	\$ 52,000.00	\$ 52,000.00
Asphalt 1 1/2" Type 1	15575	SY	\$ 6.00	\$ 93,450.00
6" Soil Cement Base	19270	SY	\$ 7.50	\$ 144,525.00
6" Stabilized Subbase	20500	SY	\$ 2.50	\$ 51,250.00
6" Stabilized Shoulder	4930	SY	\$ 2.50	\$ 12,325.00
Striping & Signs	1	LS	\$ 2,600.00	\$ 2,600.00
Wheel Stops	35	EA	\$ 35.00	\$ 1,225.00
Handicap Ramps	11	EA	\$ 300.00	\$ 3,300.00
4" Common Area Sidewalk	4300	SF	\$ 2.90	\$ 12,470.00
Miami Curb	11085	LF	\$ 8.10	\$ 89,788.50
Seed & Mulch	152210	SY	\$ 0.40	\$ 60,884.00
Sod-Bahia	21400	SY	\$ 1.75	\$ 37,450.00
Silt Fence	8440	LF	\$ 1.35	\$ 11,394.00
Turbidity Barrier	340	LF	\$ 10.00	\$ 3,400.00
NPDES	1	LS	\$ 8,000.00	\$ 8,000.00
As-Builts	1	LS	\$ 5,000.00	\$ 5,000.00
Testing	1	LS	\$ 3,400.00	\$ 3,400.00
Staking	1	LS	\$ 6,700.00	\$ 6,700.00
Maintenance Bond	1	LS	\$ 300.00	\$ 300.00
Conservation Area Signs	22	EA	\$ 185.00	\$ 4,070.00
			<b>SUBTOTAL</b>	<b>\$ 3,274,882.00</b>
<b>SANITARY SEWER SYSTEM</b>				
8" PVC SDR-26 0'-6'	658	LF	\$ 31.50	\$ 20,727.00
8" PVC SDR-26 6'-8'	1188	LF	\$ 34.65	\$ 41,164.20
8" PVC SDR-26 8'-10'	1254	LF	\$ 37.80	\$ 47,401.20
8" PVC SDR-26 10'-12'	740	LF	\$ 47.25	\$ 34,965.00
8" PVC SDR-26 12'-14'	910	LF	\$ 54.60	\$ 49,686.00
8" PVC SDR-26 14'-16'	111	LF	\$ 60.90	\$ 6,759.90
Precast Manhole 0'-6'	1	EA	\$ 2,625.00	\$ 2,625.00
Precast Manhole 6'-8'	4	EA	\$ 2,940.00	\$ 11,760.00
Precast Manhole 8'-10'	7	EA	\$ 3,360.00	\$ 23,520.00
Precast Manhole 10'-12'	4	EA	\$ 3,990.00	\$ 15,960.00
Precast Manhole 12'-14'	4	EA	\$ 4,620.00	\$ 18,480.00
Precast Manhole 14'-16'	2	EA	\$ 5,880.00	\$ 11,760.00
4" Single Service Lateral	204	EA	\$ 299.25	\$ 61,047.00
Television Inspection And Report	14880	LF	\$ 1.60	\$ 23,808.00
Sewer As-Builts	1	LS	\$ 13,015.00	\$ 13,015.00
Construction Layout	1	LS	\$ 15,215.00	\$ 15,215.00
Miscellaneous Materials	1	LS	\$ 8,000.00	\$ 8,000.00
			<b>SUBTOTAL</b>	<b>\$ 405,893.30</b>

**POTABLE WATER SYSTEM**

12" CL350 DIP	180	LF	\$	32.10	\$	5,778.00
8" SDR-18	4900	LF	\$	18.90	\$	92,610.00
8" CL350 DIP	80	LF	\$	24.15	\$	1,932.00
2" SCH-40	690	LF	\$	12.60	\$	8,694.00
12" Gate Valve	4	EA	\$	1,968.75	\$	7,875.00
8" Gate Valve	10	EA	\$	1,023.75	\$	10,237.50
2" Gate Valve	5	EA	\$	446.25	\$	2,231.25
Fire Hydrant Assembly With Gate Valve	11	EA	\$	3,097.50	\$	34,072.50
Blow Off Assembly	4	EA	\$	997.50	\$	3,990.00
1" Single Service Lateral	2	EA	\$	367.50	\$	735.00
1" Double Service Lateral	101	EA	\$	420.00	\$	42,420.00
Bacteriological Testing	5850	LF	\$	1.05	\$	6,142.50
Water As-Builts	1	LS	\$	4,580.25	\$	4,580.25
Construction Layout	1	LS	\$	6,275.00	\$	6,275.00
Miscellaneous Materials	1	LS	\$	7,350.00	\$	7,350.00
				<b>SUBTOTAL</b>	<b>\$</b>	<b>234,923.00</b>

**STORM DRAINAGE SYSTEM**

18" RCP	3437	LF	\$	39.90	\$	137,136.30
24" RCP	117	LF	\$	50.40	\$	5,896.80
36" RCP	64	LF	\$	75.60	\$	4,838.40
42" RCP	144	LF	\$	94.50	\$	13,608.00
Type 'C' Inlet	33	EA	\$	2,257.50	\$	74,497.50
Type 'E' Inlet	3	EA	\$	2,388.75	\$	7,166.25
Drainage Control Structure With Skimmer	1	EA	\$	3,885.00	\$	3,885.00
Junction Box	2	EA	\$	2,205.00	\$	4,410.00
18" M.E.S.	13	EA	\$	1,155.00	\$	15,015.00
24" M.E.S.	2	EA	\$	1,522.50	\$	3,045.00
36" M.E.S.	1	EA	\$	2,283.75	\$	2,283.75
42" M.E.S.	2	EA	\$	3,018.75	\$	6,037.50
Drainage As-Builts	1	LS	\$	7,335.00	\$	7,335.00
Construction Layout	1	LS	\$	755.00	\$	755.00
Miscellaneous Materials	1	LS	\$	9,975.00	\$	9,975.00
				<b>SUBTOTAL</b>	<b>\$</b>	<b>295,884.50</b>

**GRAND TOTAL FOR PLANT, BAY 2AF-UNIT 7** **\$ 4,211,582.80**  
**SUBDIVISION**

**PLANTATION BAY 2AF-UNIT 7****BAY DRIVE**

Clear & Grubb	2.35	AC	\$	3,400.00	\$	7,990.00
Lake Excavation	20000	CY	\$	2.50	\$	50,000.00
Imported Fill	4000	CY	\$	8.50	\$	34,000.00
Dewatering	1	LS	\$	8,000.00	\$	8,000.00
Road Grading	1	LS	\$	52,000.00	\$	52,000.00
Asphalt 1 1/2" Type 1	4110	SY	\$	6.00	\$	24,660.00
6" Soil Cement Base	5090	SY	\$	7.50	\$	38,175.00
6" Stabilized Subbase	5420	SY	\$	2.50	\$	13,550.00
6" Stabilized Shoulder	1310	SY	\$	2.50	\$	3,275.00
Striping & Signs	1	LS	\$	2,600.00	\$	2,600.00
Barricades	2	EA	\$	35.00	\$	70.00
Handicap Ramps	2	EA	\$	300.00	\$	600.00
4" Common Area Sidewalk	10890	SF	\$	2.90	\$	31,581.00
Type 'F' Curb	2940	LF	\$	8.10	\$	23,814.00
Seed & Mulch	6115	SY	\$	0.40	\$	2,446.00
Sod-Bahia	2100	SY	\$	1.75	\$	3,675.00
Silt Fence	700	LF	\$	1.35	\$	945.00
NPDES	1	LS	\$	8,000.00	\$	8,000.00
As-Builts	1	LS	\$	5,000.00	\$	5,000.00
Testing	1	LS	\$	3,400.00	\$	3,400.00
Staking	1	LS	\$	6,700.00	\$	6,700.00
Maintenance Bond	1	LS	\$	300.00	\$	300.00
				<b>SUBTOTAL</b>	<b>\$</b>	<b>320,781.00</b>

**SANITARY SEWER SYSTEM**

Connect To Existing 8" Stub-Out	1	EA	\$ 1,155.00	\$ 1,155.00
8" PVC SDR-26 14'-16'	220	LF	\$ 60.90	\$ 13,398.00
Television Inspection And Report	220	LF	\$ 1.60	\$ 352.00
Sewer As-Builts	1	LS	\$ 585.00	\$ 585.00
Construction Layout	1	LS	\$ 685.00	\$ 685.00
			<b>SUBTOTAL</b>	<b>\$ 16,175.00</b>

**POTABLE WATER SYSTEM**

Connect To Existing 12" PVC	1	EA	\$ 525.00	\$ 525.00
12" PVC C900	1490	LF	\$ 27.30	\$ 40,677.00
8" Gate Valve	2	EA	\$ 1,023.75	\$ 2,047.50
Blow Off Assembly	2	EA	\$ 997.50	\$ 1,995.00
Jumper	1	EA	\$ 1,181.25	\$ 1,181.25
Bacteriological Testing	1490	LF	\$ 1.05	\$ 1,564.50
Water As-Builts	1	LS	\$ 1,200.00	\$ 1,200.00
Construction Layout	1	LS	\$ 1,495.00	\$ 1,495.00
			<b>SUBTOTAL</b>	<b>\$ 50,685.25</b>

**STORM DRAINAGE SYSTEM**

18" RCP	235	LF	\$ 39.90	\$ 9,376.50
24" RCP	195	LF	\$ 50.40	\$ 9,828.00
Type 'C' Inlet	6	EA	\$ 2,257.50	\$ 13,545.00
Drainage Control Structure With Skimmer	1	EA	\$ 3,885.00	\$ 3,885.00
Junction Box	1	EA	\$ 2,205.00	\$ 2,205.00
18" M.E.S.	3	EA	\$ 1,155.00	\$ 3,465.00
Drainage As-Builts	1	LS	\$ 645.00	\$ 645.00
Construction Layout	1	LS	\$ 755.00	\$ 755.00
			<b>SUBTOTAL</b>	<b>\$ 43,704.50</b>

**CANAL CROSSING**

12.11' X 7.5' Arch Pipe (2 Runs Of 123')	246	LF	\$ 1,050.00	\$ 258,300.00
12.11' X 7.5' Arch Pipe (2 Runs Of 310')	620	LF	\$ 1,050.00	\$ 651,000.00
Headwall For Double Arch Pipe	4	EA	\$ 33,967.50	\$ 135,870.00
Fabirform At Double Arch Pipe	515	SY	\$ 48.30	\$ 24,874.50
			<b>SUBTOTAL</b>	<b>\$ 1,070,044.50</b>

**GRAND TOTAL FOR PLANT, BAY 2AF-UNIT 7** **\$ 1,501,390.25**  
**BAY DRIVE**

---

**We propose to execute the above scope of work for the sum of:** **\$ 5,712,973.05**

---

**EXCLUSIONS:**

---

WE PROPOSE TO PERFORM ONLY THE WORK EXPLICITLY DESCRIBED ABOVE  
 ANY ITEM OF WORK WHICH IS NOT EXPLICITLY DESCRIBED ABOVE IS NOT INCLUDED IN THIS PROPOSAL  
 THIS ITEMIZED PROPOSAL SHALL BECOME A BINDING ADDENDUM TO ANY CONTRACT DERIVED FROM THIS PROPOSAL.  
 Permit Applications, Permit Fees, Impact Fees, or Other Fees of any kind are NOT INCLUDED in this Proposal.  
 This Proposal may be withdrawn by us if not accepted within 30 days.  
 All work is guaranteed to be as specified.  
 All work is to be completed in a workmanlike manner according to standard construction practices.  
 Any alteration or deviation from the above scope of work, will be executed only upon written orders.  
 Any alteration or deviation from the above scope of work, involving extra costs, will become an extra charge over and above this Proposal.  
 Owner to carry Fire, Tomado, Hurricane and other necessary insurance.  
 Our Workers are fully covered by Workmen's Compensation Insurance.

---

**Acceptance of Proposal -**

The above scope of work, specifications, conditions, and prices are satisfactory and are hereby accepted.  
 Halifax Paving is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Plantation Bay Utility

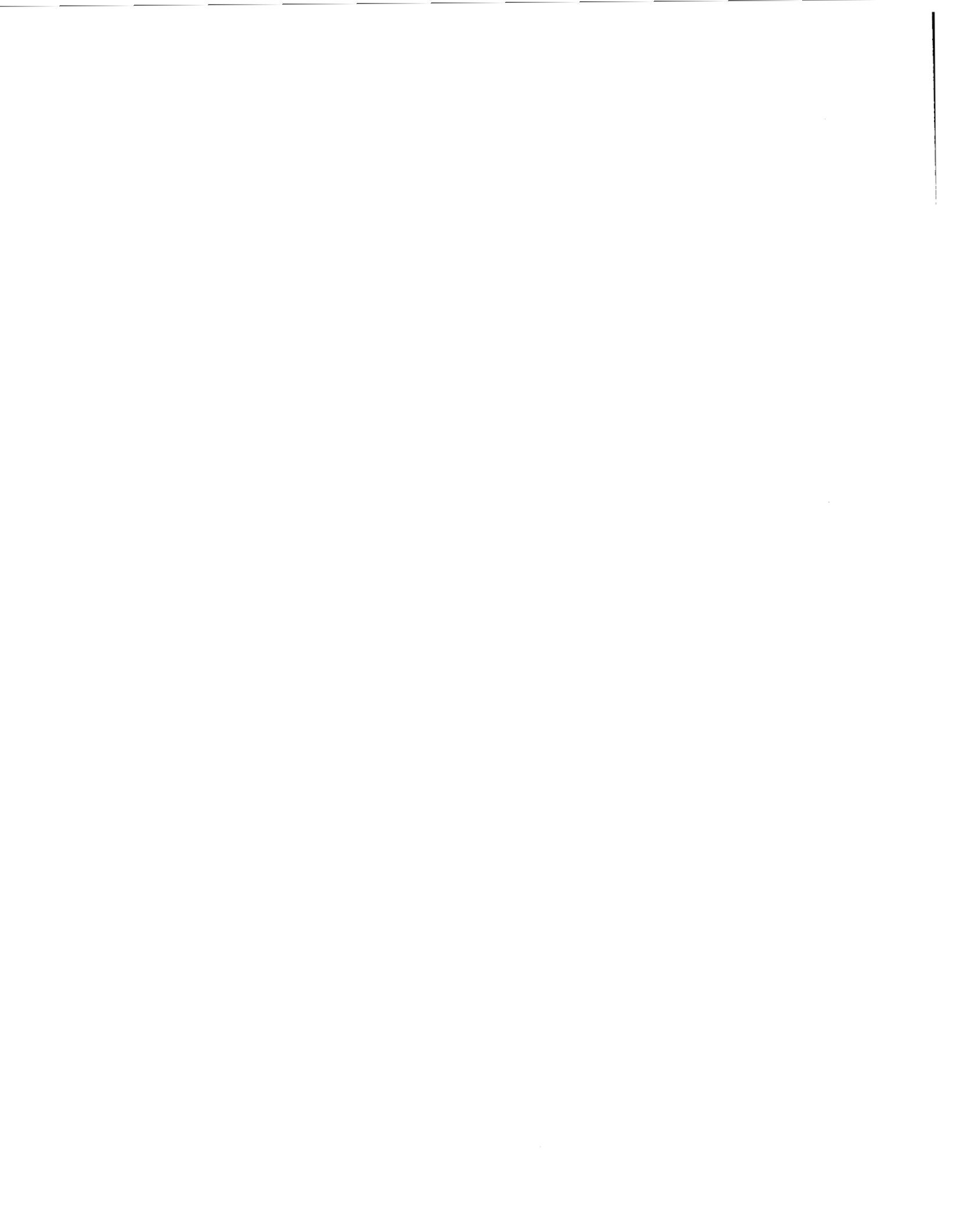
Project: 2AF Unit 5 Proposal

Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution						
						331	333	335	360	361	363	370
<b>A Sanitary Sewer</b>												
1 8" Gravity Sewer, PVC SDR-35												
a 0-6' Cut	1338	LF	\$ 42,147.00	\$ 3,035.72	\$ 45,182.72					\$ 45,182.72		
b 6-8' Cut	700	LF	24,255.00	1,747.01	26,002.01					26,002.01		
c 8-10' Cut	880	LF	33,264.00	2,395.90	35,659.90					35,659.90		
d 10-12' Cut	1400	LF	66,150.00	4,764.58	70,914.58					70,914.58		
2 8" Gravity Sewer, PVC SDR-26												
a 12-14' Cut	1640	LF	89,544.00	6,449.57	95,993.57					95,993.57		
b 14-16' Cut	220	LF	13,398.00	965.02	14,363.02					14,363.02		
3 10" Gravity Sewer, PVC SDR-26												
a 14-16' Cut	385	LF	26,276.25	1,892.60	28,168.85					28,168.85		
b 16-18' Cut	255	LF	21,687.75	1,562.10	23,249.85					23,249.85		
4 48" Diameter Manholes												
a 0-6' Deep	8	EA	21,000.00	1,512.56	22,512.56					22,512.56		
b 6-8' Deep	2	EA	5,880.00	423.52	6,303.52					6,303.52		
c 8-10' Deep	4	EA	13,440.00	968.04	14,408.04					14,408.04		
d 10-12' Deep	3	EA	11,970.00	862.16	12,832.16					12,832.16		
e 12-14' Deep	6	EA	27,720.00	1,996.58	29,716.58					29,716.58		
f 14-16' Deep	4	EA	21,840.00	1,573.07	23,413.07					23,413.07		
g 16-18' Deep	2	EA	12,600.00	907.54	13,507.54					13,507.54		
5 Lift Station	1	LS	143,325.00	10,323.25	153,648.25							\$ 153,648.25
6 Force Main												
a 6" PVC, C-900	5040	LF	74,088.00	5,336.33	79,424.33				\$ 79,424.33			
b 6" Plug Valve	6	EA	9,103.50	655.70	9,759.20				9,759.20			
7 Services												
a 4" Service Lateral	140	EA	41,895.00	3,017.55	44,912.55						\$ 44,912.55	
Subtotal Sanitary Sewer			699,583.50	50,388.80	749,972.30	-	-	-	89,183.53	462,227.97	44,912.55	153,648.25
<b>Misc.</b>												
1 Television Inspection	13118	LF	20,988.80	(20,988.80)								
2 As-Builts	1	LS	9,975.00	(9,975.00)								
3 Construction Layout	1	LS	11,550.00	(11,550.00)								
4 Miscellaneous Materials	1	LS	7,875.00	(7,875.00)								
Subtotal			50,388.80	(50,388.80)	-	-	-	-	-	-	-	-
Grand Total			749,972.30	-	749,972.30	-	-	-	89,183.53	462,227.97	44,912.55	153,648.25

Plantation Bay Utility  
 Project: 2AF Unit 5 Proposal  
 Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution						
						331	333	335	360	361	363	370
<b>B Water Distribution</b>												
1 PVC Main with Fitting												
a 8" PVC C-900	2500	LF	47,250.00	5,082.13	52,332.13	\$ 52,332.13						
b 10" PVC C-900	80	LF	1,764.00	189.73	1,953.73	1,953.73						
c 10" DIP CL350	100	LF	2,730.00	293.63	3,023.63	3,023.63						
d 12" PVC C-900	5260	LF	143,598.00	15,445.17	159,043.17	159,043.17						
2 Gate Valve with Box												
a 8"	6	EA	6,142.50	660.68	6,803.18	6,803.18						
b 10"	2	EA	3,244.50	348.97	3,593.47	3,593.47						
c 12"	13	EA	25,593.75	2,752.82	28,346.57	28,346.57						
3 Fire Hydrant with Valve	14	EA	43,365.00	4,664.27	48,029.27			\$ 48,029.27				
4 Blow off System	3	EA	2,992.50	321.87	3,314.37	3,314.37						
5 Services												
a 3/4" Single	61	EA	25,620.00	2,755.65	28,375.65		\$ 28,375.65					
b 1"X 3/4" Double	18	EA	6,615.00	711.50	7,326.50		7,326.50					
6 Connect to Existing Stub	1	EA	525.00	56.47	581.47	581.47						
7 Jumper	2	EA	2,362.50	254.11	2,616.61	2,616.61						
Subtotal Water Distribution			311,802.75	33,537.00	345,339.75	261,608.33	35,702.15	48,029.27	-	-	-	-
<b>D Miscellaneous</b>												
1 Survey Layout	1	LS	8,400.00	(8,400.00)	-							
2 As-Builts Drawings	1	LS	6,300.00	(6,300.00)	-							
3 Testing	1	LS	8,337.00	(8,337.00)	-							
4 Misc Materials	1	LS	10,500.00	(10,500.00)	-							
Subtotal Miscellaneous			33,537.00	(33,537.00)	-							
Grand Total Water			345,339.75	-	345,339.75	261,608.33	35,702.15	48,029.27	-	-	-	-
Total Contract			\$ 1,095,312.05	\$ -	\$ 1,095,312.05	\$ 261,608.33	\$ 35,702.15	\$ 48,029.27	\$ 89,183.53	\$ 462,227.97	\$ 44,912.55	\$ 153,648.25





Plantation Bay Utility  
 Project: 2AF Unit 5 Proposal

Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution						
						331	333	335	360	361	363	370
<b>A Sanitary Sewer</b>												
1 8" Gravity Sewer, PVC SDR-35												
a 0-6' Cut	1338	LF	\$ 42,147.00	\$ 3,035.72	\$ 45,182.72					\$ 45,182.72		
b 6-8' Cut	700	LF	24,255.00	1,747.01	26,002.01					26,002.01		
c 8-10' Cut	880	LF	33,264.00	2,395.90	35,659.90					35,659.90		
d 10-12' Cut	1400	LF	66,150.00	4,764.58	70,914.58					70,914.58		
2 8" Gravity Sewer, PVC SDR-26												
a 12-14' Cut	1640	LF	89,544.00	6,449.57	95,993.57					95,993.57		
b 14-16' Cut	220	LF	13,398.00	965.02	14,363.02					14,363.02		
3 10" Gravity Sewer, PVC SDR-26												
a 14-16' Cut	385	LF	26,276.25	1,892.60	28,168.85					28,168.85		
b 16-18' Cut	255	LF	21,687.75	1,562.10	23,249.85					23,249.85		
4 48" Diameter Manholes												
a 0-6'Deep	8	EA	21,000.00	1,512.56	22,512.56					22,512.56		
b 6-8' Deep	2	EA	5,880.00	423.52	6,303.52					6,303.52		
c 8-10' Deep	4	EA	13,440.00	968.04	14,408.04					14,408.04		
d 10-12' Deep	3	EA	11,970.00	862.16	12,832.16					12,832.16		
e 12-14' Deep	6	EA	27,720.00	1,996.58	29,716.58					29,716.58		
f 14-16' Deep	4	EA	21,840.00	1,573.07	23,413.07					23,413.07		
g 16-18' Deep	2	EA	12,600.00	907.54	13,507.54					13,507.54		
5 Lift Station	1	LS	143,325.00	10,323.25	153,648.25							\$ 153,648.25
6 Force Main												
a 6" PVC, C-900	5040	LF	74,088.00	5,336.33	79,424.33				\$ 79,424.33			
b 6" Plug Valve	6	EA	9,103.50	655.70	9,759.20				9,759.20			
7 Services												
a 4" Service Lateral	140	EA	41,895.00	3,017.55	44,912.55						\$ 44,912.55	
Subtotal Sanitary Sewer			699,583.50	50,388.80	749,972.30	-	-	-	89,183.53	462,227.97	44,912.55	153,648.25
<b>Misc.</b>												
1 Television Inspection	13118	LF	20,988.80	(20,988.80)								
2 As-Builts	1	LS	9,975.00	(9,975.00)								
3 Construction Layout	1	LS	11,550.00	(11,550.00)								
4 Miscellaneous Materials	1	LS	7,875.00	(7,875.00)								
Subtotal			50,388.80	(50,388.80)	-	-	-	-	-	-	-	-
Grand Total			749,972.30	-	749,972.30	-	-	-	89,183.53	462,227.97	44,912.55	153,648.25

Plantation Bay Utility  
 Project: 2AF Unit 5 Proposal  
 Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution						
						331	333	335	360	361	363	370
<b>B Water Distribution</b>												
1 PVC Main with Fitting												
a 8" PVC C-900	2500	LF	47,250.00	5,082.13	52,332.13	\$ 52,332.13						
b 10" PVC C-900	80	LF	1,764.00	189.73	1,953.73	1,953.73						
c 10" DIP CL350	100	LF	2,730.00	293.63	3,023.63	3,023.63						
d 12" PVC C-900	5260	LF	143,598.00	15,445.17	159,043.17	159,043.17						
<b>2 Gate Valve with Box</b>												
a 8"	6	EA	6,142.50	660.68	6,803.18	6,803.18						
b 10"	2	EA	3,244.50	348.97	3,593.47	3,593.47						
c 12"	13	EA	25,593.75	2,752.82	28,346.57	28,346.57						
3 Fire Hydrant with Valve	14	EA	43,365.00	4,664.27	48,029.27			\$ 48,029.27				
4 Blow off System	3	EA	2,992.50	321.87	3,314.37	3,314.37						
<b>5 Services</b>												
a 3/4" Single	61	EA	25,620.00	2,755.65	28,375.65		\$ 28,375.65					
b 1"X 3/4" Double	18	EA	6,615.00	711.50	7,326.50		7,326.50					
6 Connect to Existing Stub	1	EA	525.00	56.47	581.47	581.47						
7 Jumper	2	EA	2,362.50	254.11	2,616.61	2,616.61						
Subtotal Water Distribution			311,802.75	33,537.00	345,339.75	261,608.33	35,702.15	48,029.27	-	-	-	-
<b>D Miscellaneous</b>												
1 Survey Layout	1	LS	8,400.00	(8,400.00)	-							
2 As-Builts Drawings	1	LS	6,300.00	(6,300.00)	-							
3 Testing	1	LS	8,337.00	(8,337.00)	-							
4 Misc Materials	1	LS	10,500.00	(10,500.00)	-							
Subtotal Miscellaneous			33,537.00	(33,537.00)	-							
Grand Total Water			345,339.75	-	345,339.75	261,608.33	35,702.15	48,029.27	-	-	-	-
Total Contract			\$ 1,095,312.05	\$ -	\$ 1,095,312.05	\$ 261,608.33	\$ 35,702.15	\$ 48,029.27	\$ 89,183.53	\$ 462,227.97	\$ 44,912.55	\$ 153,648.25

Plantation Bay Utility  
 Project: 2AF Unit 7 Proposal  
 Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution				
						331	333	335	361	363
<b>Sanitary Sewer</b>										
1 8" Gravity Sewer, PVC SDR-26										
a 0-6' Cut	658	LF	\$ 20,727.00	\$ 3,598.06	\$ 24,325.06				\$ 24,325.06	
b 6-8' Cut	1188	LF	41,164.20	7,145.81	48,310.01				48,310.01	
c 8-10' Cut	1254	LF	47,401.20	8,228.51	55,629.71				55,629.71	
d 10-12' Cut	740	LF	34,965.00	6,069.67	41,034.67				41,034.67	
a 12-14' Cut	910	LF	49,686.00	8,625.13	58,311.13				58,311.13	
b 14-16' Cut	111	LF	6,759.90	1,173.47	7,933.37				7,933.37	
3 48" Diameter Manholes										
a 0-6' Deep	1	EA	2,625.00	455.68	3,080.68				3,080.68	
b 6-8' Deep	4	EA	11,760.00	2,041.45	13,801.45				13,801.45	
c 8-10' Deep	7	EA	23,520.00	4,082.90	27,602.90				27,602.90	
d 10-12' Deep	4	EA	15,960.00	2,770.54	18,730.54				18,730.54	
e 12-14' Deep	4	EA	18,480.00	3,208.00	21,688.00				21,688.00	
f 14-16' Deep	2	EA	11,760.00	2,041.45	13,801.45				13,801.45	
6 Services										
a 4" Service Lateral	204	EA	61,047.00	10,597.33	71,644.33					\$ 71,644.33
Subtotal Sanitary Sewer			345,855.30	60,038.00	405,893.30	-	-	-	334,248.97	71,644.33
<b>Misc.</b>										
1 Television Inspection	14880	LF	23,808.00	(23,808.00)						
2 As-Builts	1	LS	13,015.00	(13,015.00)						
3 Construction Layout	1	LS	15,215.00	(15,215.00)						
4 Miscellaneous Materials	1	LS	8,000.00	(8,000.00)						
Subtotal			60,038.00	(60,038.00)	-	-	-	-	-	-
Subtotal			405,893.30	-	405,893.30	-	-	-	334,248.97	71,644.33
<b>Bay Drive</b>										
a Connect to Existing 8" Stub	1	EA	1,155.00	128.73	1,283.73				1,283.73	
b 8" PVC SDR-26 14-16'	220	LF	13,398.00	1,493.27	14,891.27				14,891.27	
			14,553.00	1,622.00	16,175.00	-	-	-	16,175.00	-
<b>Misc</b>										
a Television Inspection	220	LF	352.00	(352.00)	-					

b	As-Builts	1 EA	585.00	(585.00)	-				
c	Construction Layout	1 LS	685.00	(685.00)	-				
Subtotal Misc			1,622.00	(1,622.00)	-	-	-	-	-
Subtotal Bay Drive			16,175.00	-	16,175.00	-	-	-	16,175.00
Grand Total Sewer			422,068.30	-	422,068.30	-	-	-	350,423.97

**B Water Distribution**

1	PVC Main with Fitting								
a	12" CL350 DIP	180 LF	5,778.00	668.08	6,446.08	\$ 6,446.08			
b	8" SDR-18	4900 LF	92,610.00	10,708.03	103,318.03	103,318.03			
c	8" CL350 DIP	80 LF	1,932.00	223.39	2,155.39	2,155.39			
	2" SCH-40	690 LF	8,694.00	1,005.24	9,699.24	9,699.24			
2	Gate Valve with Box								
a	2"	5 EA	2,231.25	257.99	2,489.24	2,489.24			
b	8"	10 EA	10,237.50	1,183.71	11,421.21	11,421.21			
c	12"	4 EA	7,875.00	910.55	8,785.55	8,785.55			
3	Fire Hydrant with Valve	11 EA	34,072.50	3,939.63	38,012.13		\$ 38,012.13		
4	Blow off System	4 EA	3,990.00	461.34	4,451.34	4,451.34			
5	Services								
a	1" Single	2 EA	735.00	84.98	819.98		\$ 819.98		
b	1" Double	101 EA	42,420.00	4,904.81	47,324.81		47,324.81		
6	Connect to Existing Stub	1 EA	-	-	-	-			
Subtotal Water Distribution			210,575.25	24,347.75	234,923.00	148,766.08	48,144.79	38,012.13	-

**Miscellaneous**

1	Survey Layout	1 LS	6,275.00	(6,275.00)	-				
2	As-Builts Drawings	1 LS	4,580.25	(4,580.25)	-				
3	Testing	5850 LF	6,142.50	(6,142.50)	-				
4	Misc Materials	1 LS	7,350.00	(7,350.00)	-				
Subtotal Miscellaneous			24,347.75	(24,347.75)	-	-	-	-	-
Subtotal			234,923.00	-	234,923.00	148,766.08	48,144.79	38,012.13	-

**Bay Drive**

a	Connect to Existing 12" PVC	1 EA	525.00	525.00	525.00				
b	12" PVC C-900	1490 LF	40,677.00	40,677.00	40,677.00				
c	8" Gate Valve	2 EA	2,047.50	2,047.50	2,047.50				
d	Blow Off Assy	2 EA	1,995.00	1,995.00	1,995.00				
e	Jumper	1 EA	1,181.25	1,181.25	1,181.25				
f	Testing	1490 LF	1,564.50	1,564.50	1,564.50				
g	As-Builts	1 LS	1,200.00	1,200.00	1,200.00				
h	Construction Layout	1 LS	1,495.00	1,495.00	1,495.00				
Subtotal			<u>50,685.25</u>	<u>-</u>	<u>50,685.25</u>	<u>50,685.25</u>	<u>-</u>	<u>-</u>	<u>-</u>
Grand Total Water			<u>285,608.25</u>	<u>-</u>	<u>234,923.00</u>	<u>148,766.08</u>	<u>48,144.79</u>	<u>38,012.13</u>	<u>-</u>
Total Contract			<u>\$ 707,676.55</u>	<u>\$ -</u>	<u>\$ 656,991.30</u>	<u>\$ 148,766.08</u>	<u>\$ 48,144.79</u>	<u>\$ 38,012.13</u>	<u>\$ 350,423.97</u>
									<u>\$ 71,644.33</u>





Plantation Bay Utility

Project: 2AF Unit 7 Proposal

Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution				
						331	333	335	361	363
<b>Sanitary Sewer</b>										
1	8" Gravity Sewer, PVC SDR-26									
a	0-6' Cut	658 LF	\$ 20,727.00	\$ 3,598.06	\$ 24,325.06				\$ 24,325.06	
b	6-8' Cut	1188 LF	41,164.20	7,145.81	48,310.01				48,310.01	
c	8-10' Cut	1254 LF	47,401.20	8,228.51	55,629.71				55,629.71	
d	10-12' Cut	740 LF	34,965.00	6,069.67	41,034.67				41,034.67	
a	12-14' Cut	910 LF	49,686.00	8,625.13	58,311.13				58,311.13	
b	14-16' Cut	111 LF	6,759.90	1,173.47	7,933.37				7,933.37	
<b>3 48" Diameter Manholes</b>										
a	0-6'Deep	1 EA	2,625.00	455.68	3,080.68				3,080.68	
b	6-8' Deep	4 EA	11,760.00	2,041.45	13,801.45				13,801.45	
c	8-10' Deep	7 EA	23,520.00	4,082.90	27,602.90				27,602.90	
d	10-12' Deep	4 EA	15,960.00	2,770.54	18,730.54				18,730.54	
e	12-14' Deep	4 EA	18,480.00	3,208.00	21,688.00				21,688.00	
f	14-16' Deep	2 EA	11,760.00	2,041.45	13,801.45				13,801.45	
<b>6 Services</b>										
a	4" Service Lateral	204 EA	61,047.00	10,597.33	71,644.33					\$ 71,644.33
Subtotal Sanitary Sewer			345,855.30	60,038.00	405,893.30	-	-	-	334,248.97	71,644.33
<b>Misc.</b>										
1	Television Inspection	14880 LF	23,808.00	(23,808.00)						
2	As-Builts	1 LS	13,015.00	(13,015.00)						
3	Construction Layout	1 LS	15,215.00	(15,215.00)						
4	Miscellaneous Materials	1 LS	8,000.00	(8,000.00)						
Subtotal			60,038.00	(60,038.00)	-	-	-	-	-	-
Subtotal			405,893.30	-	405,893.30	-	-	-	334,248.97	71,644.33
<b>Bay Drive</b>										
a	Connect to Existing 8" Stub	1 EA	1,155.00	128.73	1,283.73				1,283.73	
b	8" PVC SDR-26 14-16'	220 LF	13,398.00	1,493.27	14,891.27				14,891.27	
			14,553.00	1,622.00	16,175.00	-	-	-	16,175.00	-
<b>Misc</b>										
a	Television Inspection	220 LF	352.00	(352.00)	-					



b	As-Builts	1 EA	585.00	(585.00)	-					
c	Construction Layout	1 LS	685.00	(685.00)	-					
	Subtotal Misc		1,622.00	(1,622.00)	-	-	-	-	-	-
	Subtotal Bay Drive		16,175.00	-	16,175.00	-	-	-	16,175.00	-
	Grand Total Sewer		422,068.30	-	422,068.30	-	-	-	350,423.97	71,644.33

**B Water Distribution**

1	PVC Main with Fitting									
a	12" CL350 DIP	180 LF	5,778.00	668.08	6,446.08	\$ 6,446.08				
b	8" SDR-18	4900 LF	92,610.00	10,708.03	103,318.03	103,318.03				
c	8" CL350 DIP	80 LF	1,932.00	223.39	2,155.39	2,155.39				
	2" SCH-40	690 LF	8,694.00	1,005.24	9,699.24	9,699.24				
2	Gate Valve with Box									
a	2"	5 EA	2,231.25	257.99	2,489.24	2,489.24				
b	8"	10 EA	10,237.50	1,183.71	11,421.21	11,421.21				
c	12"	4 EA	7,875.00	910.55	8,785.55	8,785.55				
3	Fire Hydrant with Valve	11 EA	34,072.50	3,939.63	38,012.13			\$ 38,012.13		
4	Blow off System	4 EA	3,990.00	461.34	4,451.34	4,451.34				
5	Services			-						
a	1" Single	2 EA	735.00	84.98	819.98		\$ 819.98			
b	1" Double	101 EA	42,420.00	4,904.81	47,324.81		47,324.81			
6	Connect to Existing Stub	1 EA	-	-	-	-				
	Subtotal Water Distribution		210,575.25	24,347.75	234,923.00	148,766.08	48,144.79	38,012.13	-	-

**Miscellaneous**

1	Survey Layout	1 LS	6,275.00	(6,275.00)	-					
2	As-Builts Drawings	1 LS	4,580.25	(4,580.25)	-					
3	Testing	5850 LF	6,142.50	(6,142.50)	-					
4	Misc Materials	1 LS	7,350.00	(7,350.00)	-					
	Subtotal Miscellaneous		24,347.75	(24,347.75)	-	-	-	-	-	-
	Subtotal		234,923.00	-	234,923.00	148,766.08	48,144.79	38,012.13	-	-

**Bay Drive**

a	Connect to Existing 12" PVC	1 EA	525.00	525.00	525.00				
b	12" PVC C-900	1490 LF	40,677.00	40,677.00	40,677.00				
c	8" Gate Valve	2 EA	2,047.50	2,047.50	2,047.50				
d	Blow Off Assy	2 EA	1,995.00	1,995.00	1,995.00				
e	Jumper	1 EA	1,181.25	1,181.25	1,181.25				
f	Testing	1490 LF	1,564.50	1,564.50	1,564.50				
g	As-Builts	1 LS	1,200.00	1,200.00	1,200.00				
h	Construction Layout	1 LS	1,495.00	1,495.00	1,495.00				
	Subtotal		50,685.25	50,685.25	50,685.25	-	-	-	-
	Grand Total Water		285,608.25	234,923.00	148,766.08	48,144.79	38,012.13	-	-
	Total Contract		\$ 707,676.55	\$ -	\$ 656,991.30	\$ 148,766.08	\$ 48,144.79	\$ 38,012.13	\$ 350,423.97
									\$ 71,644.33

Plantation Bay Utility

Project: 2AF Unit 7 Proposal

Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution				
						331	333	335	361	363
<b>Sanitary Sewer</b>										
1 8" Gravity Sewer, PVC SDR-26										
a 0-6' Cut	658	LF	\$ 20,727.00	\$ 3,598.06	\$ 24,325.06				\$ 24,325.06	
b 6-8' Cut	1188	LF	41,164.20	7,145.81	48,310.01				48,310.01	
c 8-10' Cut	1254	LF	47,401.20	8,228.51	55,629.71				55,629.71	
d 10-12' Cut	740	LF	34,965.00	6,069.67	41,034.67				41,034.67	
a 12-14' Cut	910	LF	49,686.00	8,625.13	58,311.13				58,311.13	
b 14-16' Cut	111	LF	6,759.90	1,173.47	7,933.37				7,933.37	
<b>3 48" Diameter Manholes</b>										
a 0-6' Deep	1	EA	2,625.00	455.68	3,080.68				3,080.68	
b 6-8' Deep	4	EA	11,760.00	2,041.45	13,801.45				13,801.45	
c 8-10' Deep	7	EA	23,520.00	4,082.90	27,602.90				27,602.90	
d 10-12' Deep	4	EA	15,960.00	2,770.54	18,730.54				18,730.54	
e 12-14' Deep	4	EA	18,480.00	3,208.00	21,688.00				21,688.00	
f 14-16' Deep	2	EA	11,760.00	2,041.45	13,801.45				13,801.45	
<b>6 Services</b>										
a 4" Service Lateral	204	EA	61,047.00	10,597.33	71,644.33					\$ 71,644.33
Subtotal Sanitary Sewer			345,855.30	60,038.00	405,893.30	-	-	-	334,248.97	71,644.33
<b>Misc.</b>										
1 Television Inspection	14880	LF	23,808.00	(23,808.00)						
2 As-Builts	1	LS	13,015.00	(13,015.00)						
3 Construction Layout	1	LS	15,215.00	(15,215.00)						
4 Miscellaneous Materials	1	LS	8,000.00	(8,000.00)						
Subtotal			60,038.00	(60,038.00)	-	-	-	-	-	-
Subtotal			405,893.30	-	405,893.30	-	-	-	334,248.97	71,644.33
<b>Bay Drive</b>										
a Connect to Existing 8" Stub	1	EA	1,155.00	128.73	1,283.73				1,283.73	
b 8" PVC SDR-26 14-16'	220	LF	13,398.00	1,493.27	14,891.27				14,891.27	
			14,553.00	1,622.00	16,175.00				16,175.00	
<b>Misc</b>										
a Television Inspection	220	LF	352.00	(352.00)	-					

b	As-Builts	1 EA	585.00	(585.00)	-					
c	Construction Layout	1 LS	685.00	(685.00)	-					
	Subtotal Misc		<u>1,622.00</u>	<u>(1,622.00)</u>	-	-	-	-	-	-
	Subtotal Bay Drive		<u>16,175.00</u>	-	<u>16,175.00</u>	-	-	-	<u>16,175.00</u>	-
	Grand Total Sewer		<u>422,068.30</u>	-	<u>422,068.30</u>	-	-	-	<u>350,423.97</u>	<u>71,644.33</u>

**B Water Distribution**

1	PVC Main with Fitting									
a	12" CL350 DIP	180 LF	5,778.00	668.08	6,446.08	\$ 6,446.08				
b	8" SDR-18	4900 LF	92,610.00	10,708.03	103,318.03	103,318.03				
c	8" CL350 DIP	80 LF	1,932.00	223.39	2,155.39	2,155.39				
	2" SCH-40	690 LF	8,694.00	1,005.24	9,699.24	9,699.24				
2	Gate Valve with Box									
a	2"	5 EA	2,231.25	257.99	2,489.24	2,489.24				
b	8"	10 EA	10,237.50	1,183.71	11,421.21	11,421.21				
c	12"	4 EA	7,875.00	910.55	8,785.55	8,785.55				
3	Fire Hydrant with Valve	11 EA	34,072.50	3,939.63	38,012.13		\$ 38,012.13			
4	Blow off System	4 EA	3,990.00	461.34	4,451.34	4,451.34				
5	Services			-						
a	1" Single	2 EA	735.00	84.98	819.98		\$ 819.98			
b	1" Double	101 EA	42,420.00	4,904.81	47,324.81		47,324.81			
6	Connect to Existing Stub	1 EA	-	-	-	-				
	Subtotal Water Distribution		<u>210,575.25</u>	<u>24,347.75</u>	<u>234,923.00</u>	<u>148,766.08</u>	<u>48,144.79</u>	<u>38,012.13</u>	-	-

**Miscellaneous**

1	Survey Layout	1 LS	6,275.00	(6,275.00)	-					
2	As-Builts Drawings	1 LS	4,580.25	(4,580.25)	-					
3	Testing	5850 LF	6,142.50	(6,142.50)	-					
4	Misc Materials	1 LS	7,350.00	(7,350.00)	-					
	Subtotal Miscellaneous		<u>24,347.75</u>	<u>(24,347.75)</u>	-	-	-	-	-	-
	Subtotal		<u>234,923.00</u>	-	<u>234,923.00</u>	<u>148,766.08</u>	<u>48,144.79</u>	<u>38,012.13</u>	-	-

**Bay Drive**

a	Connect to Existing 12" PVC	1 EA	525.00	525.00	525.00				
b	12" PVC C-900	1490 LF	40,677.00	40,677.00	40,677.00				
c	8" Gate Valve	2 EA	2,047.50	2,047.50	2,047.50				
d	Blow Off Assy	2 EA	1,995.00	1,995.00	1,995.00				
e	Jumper	1 EA	1,181.25	1,181.25	1,181.25				
f	Testing	1490 LF	1,564.50	1,564.50	1,564.50				
g	As-Builts	1 LS	1,200.00	1,200.00	1,200.00				
h	Construction Layout	1 LS	1,495.00	1,495.00	1,495.00				
	Subtotal		<u>50,685.25</u>	<u>50,685.25</u>	<u>50,685.25</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Grand Total Water		<u>285,608.25</u>	<u>234,923.00</u>	<u>148,766.08</u>	<u>48,144.79</u>	<u>38,012.13</u>	<u>-</u>	<u>-</u>
	Total Contract		<u>\$ 707,676.55</u>	<u>\$ 656,991.30</u>	<u>\$ 148,766.08</u>	<u>\$ 48,144.79</u>	<u>\$ 38,012.13</u>	<u>\$ 350,423.97</u>	<u>\$ 71,644.33</u>

Plantation Bay Utility  
 Project: 2AF Unit 6 Proposal  
 Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

	Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution						
							331	333	335	360	361	363	370
<b>Sanitary Sewer</b>													
1	8" Gravity Sewer, PVC SDR-35												
a	0-6' Cut	834	LF	\$ 26,271.00	\$ 2,069.57	\$ 28,340.57				\$ 28,340.57			
b	6-8' Cut	1052	LF	36,451.80	2,871.59	39,323.39				39,323.39			
c	8-10' Cut	1274	LF	48,157.20	3,793.71	51,950.91				51,950.91			
d	10-12' Cut	660	LF	31,185.00	2,456.68	33,641.68				33,641.68			
2	8" Gravity Sewer, PVC SDR-26												
a	12-14' Cut	120	LF	6,552.00	516.15	7,068.15				7,068.15			
b	14-16' Cut	200	LF	12,180.00	959.51	13,139.51				13,139.51			
c	16-18' Cut	90	LF	7,087.50	558.34	7,645.84				7,645.84			
3	48" Diameter Manholes												
a	0-6' Deep	5	EA	13,125.00	1,033.96	14,158.96				14,158.96			
b	6-8' Deep	6	EA	17,640.00	1,389.64	19,029.64				19,029.64			
c	8-10' Deep	4	EA	13,440.00	1,058.77	14,498.77				14,498.77			
d	10-12' Deep	3	EA	11,970.00	942.97	12,912.97				12,912.97			
e	12-14' Deep	2	EA	9,240.00	727.91	9,967.91				9,967.91			
f	14-16' Deep	1	EA	5,460.00	430.13	5,890.13				5,890.13			
g	16-18' Deep	2	EA	12,600.00	992.60	13,592.60				13,592.60			
4	Lift Station	1	LS	140,175.00	11,042.65	151,217.65						\$ 151,217.65	
5	Force Main												
a	6" PVC, C-900	300	LF	4,410.00	347.41	4,757.41			\$ 4,757.41				
b	6" Gate Valve	1	EA	1,517.25	119.53	1,636.78			1,636.78				
6	Services												
a	4" Service Lateral	73	EA	21,845.25	1,720.88	23,566.13					\$ 23,566.13		
Subtotal Sanitary Sewer				419,307.00	33,032.00	452,339.00	-	-	-	6,394.19	271,161.03	23,566.13	151,217.65
<b>Misc.</b>													
1	Television Inspection	7520	LF	12,032.00	(12,032.00)								
2	As-Builts	1	LS	7,350.00	(7,350.00)								
3	Construction Layout	1	LS	8,400.00	(8,400.00)								
4	Miscellaneous Materials	1	LS	5,250.00	(5,250.00)								
Subtotal				33,032.00	(33,032.00)	-	-	-	-	-	-	-	-
<b>Access Road</b>													
a	Force Main												
b	6" PVC C-900	40	LF	1,061.34		1,061.34			1,061.34				
c	8" PVC C-900	1860	LF	59,222.77		59,222.77			59,222.77				
d	6"X6" Tapping Sleeve	1	EA	5,127.60		5,127.60			5,127.60				
e	6" Plug Valve	2	EA	2,985.02		2,985.02			2,985.02				
f	8" Plug Valve	2	EA	4,311.69		4,311.69			4,311.69				
g	Misc Materials	1	LS	3,316.69		3,316.69			3,316.69				

Plantation Bay Utility  
 Project: 2AF Unit 6 Proposal  
 Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution						
						331	333	335	360	361	363	370
Subtotal Access Road			76,025.11	-	76,025.11	-	-	-	76,025.11	-	-	-
Grand Total			528,364.11	-	528,364.11	-	-	-	82,419.30	271,161.03	23,566.13	151,217.65
<b>B Water Distribution</b>												
1 PVC Main with Fitting												
a 8" PVC C-900	1880	LF	35,532.00	4,725.88	40,257.88	\$ 40,257.88						
b 10" PVC C-900	4380	LF	96,579.00	12,845.34	109,424.34	109,424.34						
c 12" PVC C-900	120	LF	3,276.00	435.72	3,711.72	3,711.72						
2 Gate Valve with Box												
a 8"	4	EA	4,095.00	544.65	4,639.65	4,639.65						
b 10"	8	EA	12,978.00	1,726.12	14,704.12	14,704.12						
c 12"	2	EA	3,937.50	523.70	4,461.20	4,461.20						
3 Fire Hydrant with Valve	10	EA	30,975.00	4,119.78	35,094.78			\$ 35,094.78				
4 Blow off System	6	EA	5,985.00	796.03	6,781.03	6,781.03						
5 Services												
a 3/4" Single	19	EA	6,982.50	928.70	7,911.20		\$ 7,911.20					
b 1"X 3/4" Double	27	EA	11,340.00	1,508.25	12,848.25		12,848.25					
6 Connect to Existing Stub	1	EA	525.00	69.83	594.83	594.83						
Subtotal Water Distribution			212,205.00	28,224.00	240,429.00	184,574.77	20,759.45	35,094.78	-	-	-	-
<b>Miscellaneous</b>												
1 Survey Layout	1	LS	7,350.00	(7,350.00)	-							
2 As-Builts Drawings	1	LS	6,300.00	(6,300.00)	-							
3 Testing	6380	LF	6,699.00	(6,699.00)	-							
4 Misc Materials	1	LS	7,875.00	(7,875.00)	-							
Subtotal Miscellaneous			28,224.00	(28,224.00)	-							
<b>Access Road</b>												
a 12" X 12" Tapping Sleeve/Valve	1	EA	6,135.87		6,135.87	\$ 6,135.87						
b 12" PVC C-900	1680	LF	71,322.05		71,322.05	71,322.05						
c Miscellaneous Materials	1	EA	4,643.36		4,643.36	4,643.36						
Subtotal			82,101.28	-	82,101.28	82,101.28	-	-	-	-	-	-
Grand Total Water			322,530.28	-	240,429.00	184,574.77	20,759.45	35,094.78	-	-	-	-
Total Contract			\$ 850,894.39	\$ -	\$ 768,793.11	\$ 184,574.77	\$ 20,759.45	\$ 35,094.78	\$ 82,419.30	\$ 271,161.03	\$ 23,566.13	\$ 151,217.65

Plantation Bay Utility  
 Project: 2AF Unit 6 Proposal

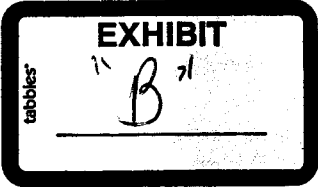
Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution						
						331	333	335	360	361	363	370
<b>Sanitary Sewer</b>												
1 8" Gravity Sewer, PVC SDR-35												
a 0-6' Cut	834	LF	\$ 26,271.00	\$ 2,069.57	\$ 28,340.57					\$ 28,340.57		
b 6-8' Cut	1052	LF	36,451.80	2,871.59	39,323.39					39,323.39		
c 8-10' Cut	1274	LF	48,157.20	3,793.71	51,950.91					51,950.91		
d 10-12' Cut	660	LF	31,185.00	2,456.68	33,641.68					33,641.68		
2 8" Gravity Sewer, PVC SDR-26												
a 12-14' Cut	120	LF	6,552.00	516.15	7,068.15					7,068.15		
b 14-16' Cut	200	LF	12,180.00	959.51	13,139.51					13,139.51		
c 16-18' Cut	90	LF	7,087.50	558.34	7,645.84					7,645.84		
3 48" Diameter Manholes												
a 0-6'Deep	5	EA	13,125.00	1,033.96	14,158.96					14,158.96		
b 6-8' Deep	6	EA	17,640.00	1,389.64	19,029.64					19,029.64		
c 8-10' Deep	4	EA	13,440.00	1,058.77	14,498.77					14,498.77		
d 10-12' Deep	3	EA	11,970.00	942.97	12,912.97					12,912.97		
e 12-14' Deep	2	EA	9,240.00	727.91	9,967.91					9,967.91		
f 14-16' Deep	1	EA	5,460.00	430.13	5,890.13					5,890.13		
g 16-18' Deep	2	EA	12,600.00	992.60	13,592.60					13,592.60		
4 Lift Station	1	LS	140,175.00	11,042.65	151,217.65							\$ 151,217.65
5 Force Main												
a 6" PVC, C-900	300	LF	4,410.00	347.41	4,757.41				\$ 4,757.41			
b 6" Gate Valve	1	EA	1,517.25	119.53	1,636.78				1,636.78			
6 Services												
a 4" Service Lateral	73	EA	21,845.25	1,720.88	23,566.13						\$ 23,566.13	
Subtotal Sanitary Sewer			419,307.00	33,032.00	452,339.00	-	-	-	6,394.19	271,161.03	23,566.13	151,217.65
<b>Misc.</b>												
1 Television Inspection	7520	LF	12,032.00	(12,032.00)								
2 As-Builts	1	LS	7,350.00	(7,350.00)								
3 Construction Layout	1	LS	8,400.00	(8,400.00)								
4 Miscellaneous Materials	1	LS	5,250.00	(5,250.00)								
Subtotal			33,032.00	(33,032.00)	-	-	-	-	-	-	-	-
<b>Access Road</b>												
a Force Main												
b 6" PVC C-900	40	LF	1,061.34		1,061.34				1,061.34			
c 8" PVC C-900	1860	LF	59,222.77		59,222.77				59,222.77			
d 6"X6" Tapping Sleeve	1	EA	5,127.60		5,127.60				5,127.60			
e 6" Plug Valve	2	EA	2,985.02		2,985.02				2,985.02			
f 8" Plug Valve	2	EA	4,311.69		4,311.69				4,311.69			
g Misc Materials	1	LS	3,316.69		3,316.69				3,316.69			



Plantation Bay Utility  
 Project: 2AF Unit 6 Proposal  
 Estimated Start Date: November, 2005; Estimated Completion Date: June, 2006

Description	Quantity	Unit	Contract Cost	Allocation of Misc Costs	Burdened Cost	NARUC Account Distribution						
						331	333	335	360	361	363	370
Subtotal Access Road			76,025.11	-	76,025.11	-	-	-	76,025.11	-	-	-
<b>Grand Total</b>			<b>528,364.11</b>	<b>-</b>	<b>528,364.11</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>82,419.30</b>	<b>271,161.03</b>	<b>23,566.13</b>	<b>151,217.65</b>
<b>B Water Distribution</b>												
1 PVC Main with Fitting												
a 8" PVC C-900	1880	LF	35,532.00	4,725.88	40,257.88	\$ 40,257.88						
b 10" PVC C-900	4380	LF	96,579.00	12,845.34	109,424.34	109,424.34						
c 12" PVC C-900	120	LF	3,276.00	435.72	3,711.72	3,711.72						
2 Gate Valve with Box												
a 8"	4	EA	4,095.00	544.65	4,639.65	4,639.65						
b 10"	8	EA	12,978.00	1,726.12	14,704.12	14,704.12						
c 12"	2	EA	3,937.50	523.70	4,461.20	4,461.20						
3 Fire Hydrant with Valve	10	EA	30,975.00	4,119.78	35,094.78			\$ 35,094.78				
4 Blow off System	6	EA	5,985.00	796.03	6,781.03	6,781.03						
5 Services												
a 3/4" Single	19	EA	6,982.50	928.70	7,911.20		\$ 7,911.20					
b 1"X 3/4" Double	27	EA	11,340.00	1,508.25	12,848.25		12,848.25					
6 Connect to Existing Stub	1	EA	525.00	69.83	594.83	594.83						
Subtotal Water Distribution			212,205.00	28,224.00	240,429.00	184,574.77	20,759.45	35,094.78	-	-	-	-
<b>Miscellaneous</b>												
1 Survey Layout	1	LS	7,350.00	(7,350.00)	-							
2 As-Builts Drawings	1	LS	6,300.00	(6,300.00)	-							
3 Testing	6380	LF	6,699.00	(6,699.00)	-							
4 Misc Materials	1	LS	7,875.00	(7,875.00)	-							
Subtotal Miscellaneous			28,224.00	(28,224.00)	-	-	-	-	-	-	-	-
<b>Access Road</b>												
a 12" X 12" Tapping Sleeve/Valve	1	EA	6,135.87		6,135.87	\$ 6,135.87						
b 12" PVC C-900	1680	LF	71,322.05		71,322.05	71,322.05						
c Miscellaneous Materials	1	EA	4,643.36		4,643.36	4,643.36						
Subtotal			82,101.28	-	82,101.28	82,101.28	-	-	-	-	-	-
Grand Total Water			322,530.28	-	240,429.00	184,574.77	20,759.45	35,094.78	-	-	-	-
Total Contract			\$ 850,894.39	\$ -	\$ 768,793.11	\$ 184,574.77	\$ 20,759.45	\$ 35,094.78	\$ 82,419.30	\$ 271,161.03	\$ 23,566.13	\$ 151,217.65



Plantation Bay Utility Company  
 Monthly Water Gallons Sold (000)  
 for the period from January 2000 to September 2005

Month / Year	Residential			General Service			Total					
	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold			
Jan-02	805	5/8" meter	3,344,000				805	-	3,344,000			
Feb-02	847	5/8" meter	3,229,000				847	-	3,229,000			
Mar-02	828	5/8" meter	3,278,001	6	5/8" meters	56,000	834	5/8" meters	3,334,001	3	1.5" meters	80,000
Apr-02	809	5/8" meter	3,139,000	7	5/8" meters	54,000	816	5/8" meters	3,193,000	3	1.5" meters	62,000
May-02	810	5/8" meter	3,948,008	7	5/8" meters	74,000	817	5/8" meters	4,022,008	3	1.5" meters	73,000
Jun-02	814	5/8" meter	3,456,000	7	5/8" meters	73,000	821	5/8" meters	3,529,000	3	1.5" meters	68,000
Jul-02	816	5/8" meter	2,862,000	7	5/8" meters	85,000	823	5/8" meters	2,947,000	3	1.5" meters	84,000
Aug-02	826	5/8" meter	2,920,005	7	5/8" meters	85,000	833	5/8" meters	3,005,005	3	1.5" meters	85,000
Sep-02	841	5/8" meter	2,507,000	7	5/8" meters	72,000	848	5/8" meters	2,579,000	3	1.5" meters	76,000
Oct-02	846	5/8" meter	3,023,001	7	5/8" meters	59,000	853	5/8" meters	3,082,001	3	1.5" meters	111,000
Nov-02	844	5/8" meter	2,951,000	7	5/8" meters	66,000	851	5/8" meters	3,017,000	3	1.5" meters	72,000
Dec-02	875	5/8" meter	3,412,000	7	5/8" meters	63,000	882	5/8" meters	3,475,000	3	1.5" meters	90,000
2002 Total	9,961	-	38,069,015	99	-	1,488,000	10,060	-	39,557,015	37,818,000	1,739,015	4.40%

Plantation Bay Utility Company  
 Monthly Water Gallons Sold (000)  
 for the period from January 2000 to September 2005

Month / Year	Residential			General Service			Total				
	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold		
Jan-03	893	5/8" meter	3,316,028	7 3	5/8" meters 1.5" meters	51,000 124,000	900 3	5/8" meters 1.5" meters	3,367,028 124,000		
Feb-03	901	5/8" meter	3,316,000	7 3	5/8" meters 1.5" meters	63,000 115,000	908 3	5/8" meters 1.5" meters	3,379,000 115,000		
Mar-03	896	5/8" meter	3,386,000	7 3	5/8" meters 1.5" meters	83,000 108,000	903 3	5/8" meters 1.5" meters	3,469,000 108,000		
Apr-03	907	5/8" meter	3,299,000	7 3	5/8" meters 1.5" meters	76,000 69,000	914 3	5/8" meters 1.5" meters	3,375,000 69,000		
May-03	911	5/8" meter	3,984,000	7 3	5/8" meters 1.5" meters	100,000 107,000	918 3	5/8" meters 1.5" meters	4,084,000 107,000		
Jun-03	917	5/8" meter	3,641,000	7 3	5/8" meters 1.5" meters	70,000 146,000	924 3	5/8" meters 1.5" meters	3,711,000 146,000		
Jul-03	935	5/8" meter	3,465,001	7 3	5/8" meters 1.5" meters	84,000 171,000	942 3	5/8" meters 1.5" meters	3,549,001 171,000		
Aug-03	962	5/8" meter	3,069,000	7 3	5/8" meters 1.5" meters	55,000 126,000	969 3	5/8" meters 1.5" meters	3,124,000 126,000		
Sep-03	964	5/8" meter	2,967,000	7 3	5/8" meters 1.5" meters	58,000 59,000	971 3	5/8" meters 1.5" meters	3,025,000 59,000		
Oct-03	974	5/8" meter	3,526,001	7 3	5/8" meters 1.5" meters	72,000 62,000	981 3	5/8" meters 1.5" meters	3,598,001 62,000		
Nov-03	993	5/8" meter	3,650,001	7 3	5/8" meters 1.5" meters	73,000 63,000	1,000 3	5/8" meters 1.5" meters	3,723,001 63,000		
Dec-03	1,001	5/8" meter	3,522,002	7 3	5/8" meters 1.5" meters	73,000 72,000	1,008 3	5/8" meters 1.5" meters	3,595,002 72,000		
2003 Total	11,254	-	41,141,033	120	-	2,080,000	11,374	-	43,221,033	43,925,000	(703,967) -1.63%

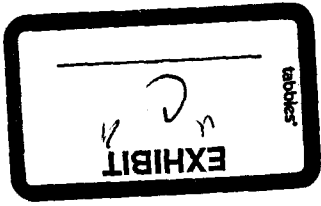
Plantation Bay Utility Company  
 Monthly Water Gallons Sold (000)  
 for the period from January 2000 to September 2005

Month / Year	Residential			General Service			Total				
	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold		
Jan-04	1,023	5/8" meter	3,998,000	7 3	5/8" meters 1.5" meters	129,000 95,000	1,030 3	5/8" meters 1.5" meters	4,127,000 95,000		
Feb-04	1,025	5/8" meter	3,950,000	7 3	5/8" meters 1.5" meters	105,000 110,000	1,032 3	5/8" meters 1.5" meters	4,055,000 110,000		
Mar-04	1,044	5/8" meter	3,884,000	7 3	5/8" meters 1.5" meters	70,000 119,000	1,051 3	5/8" meters 1.5" meters	3,954,000 119,000		
Apr-04	1,016	5/8" meter	4,332,000	7 3	5/8" meters 1.5" meters	66,000 121,000	1,023 3	5/8" meters 1.5" meters	4,398,000 121,000		
May-04	1,048	5/8" meter	4,763,000	7 3	5/8" meters 1.5" meters	69,000 128,000	1,055 3	5/8" meters 1.5" meters	4,832,000 128,000		
Jun-04	1,058	5/8" meter	3,951,000	7 3	5/8" meters 1.5" meters	62,000 103,000	1,065 3	5/8" meters 1.5" meters	4,013,000 103,000		
Jul-04	1,087	5/8" meter	4,195,000	7 3	5/8" meters 1.5" meters	65,000 99,000	1,094 3	5/8" meters 1.5" meters	4,260,000 99,000		
Aug-04	1,114	5/8" meter	3,781,000	7 3	5/8" meters 1.5" meters	57,000 98,000	1,121 3	5/8" meters 1.5" meters	3,838,000 98,000		
Sep-04	1,129	5/8" meter	4,152,000	7 3	5/8" meters 1.5" meters	65,000 96,000	1,136 3	5/8" meters 1.5" meters	4,217,000 96,000		
Oct-04	1,151	5/8" meter	2,964,000	7 3	5/8" meters 1.5" meters	100,000 84,000	1,158 3	5/8" meters 1.5" meters	3,064,000 84,000		
Nov-04	1,183	5/8" meter	3,858,000	7 3	5/8" meters 1.5" meters	159,000 105,000	1,190 3	5/8" meters 1.5" meters	4,017,000 105,000		
Dec-04	1,197	5/8" meter	4,701,000	7 3	5/8" meters 1.5" meters	101,000 117,000	1,204 3	5/8" meters 1.5" meters	4,802,000 117,000		
2004 Total	13,075	-	48,529,000	120	-	2,323,000	13,195	-	50,852,000	50,851,000	1,000

Plantation Bay Utility Company  
 Monthly Water Gallons Sold (000)  
 for the period from January 2000 to September 2005

Month / Year	Residential			General Service			Total		
	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold
Jan-05	1,214	5/8" meter	4,301,001	7 3	5/8" meters 1.5" meters	208,000 122,000	1,221 3	5/8" meters 1.5" meters	4,509,001 122,000
Feb-05	1,237	5/8" meter	4,186,001	7 3	5/8" meters 1.5" meters	139,000 113,000	1,244 3	5/8" meters 1.5" meters	4,325,001 113,000
Mar-05	1,249	5/8" meter	4,794,001	7 3	5/8" meters 1.5" meters	103,000 146,000	1,256 3	5/8" meters 1.5" meters	4,897,001 146,000
Apr-05	1,283	5/8" meter	4,206,002	7 3	5/8" meters 1.5" meters	132,000 131,000	1,290 3	5/8" meters 1.5" meters	4,338,002 131,000
May-05	1,317	5/8" meter	4,683,005	7 3	5/8" meters 1.5" meters	172,000 154,000	1,324 3	5/8" meters 1.5" meters	4,855,005 154,000
Jun-05	1,336	5/8" meter	5,106,001	7 3	5/8" meters 1.5" meters	118,000 159,000	1,343 3	5/8" meters 1.5" meters	5,224,001 159,000
Jul-05	1,344	5/8" meter	3,706,002	7 3	5/8" meters 1.5" meters	297,000 114,000	1,351 3	5/8" meters 1.5" meters	4,003,002 114,000
Aug-05	1,350	5/8" meter	4,190,000	7 3	5/8" meters 1.5" meters	448,000 119,000	1,357 3	5/8" meters 1.5" meters	4,638,000 119,000
Sep-05	1,371	5/8" meter	4,704,001	7 3	5/8" meters 1.5" meters	292,000 113,000	1,378 3	5/8" meters 1.5" meters	4,996,001 113,000
2005 YTD total	11,701	-	39,876,014	90	-	3,080,000	11,791	-	42,956,014
Grand Totals	45,991	-	167,615,062	429	-	8,971,000	46,420	-	176,586,062

1,036,048



**Plantation Bay Utility Company**  
**Monthly Wastewater Gallons Sold (000)**  
**for the period from January 2000 to september 2005**

Month / Year	Residential			General Service			Total		
	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold
Jan-02		5/8" meter	3,344,000				-	-	3,344,000
Feb-02		5/8" meter	3,229,000				-	-	3,229,000
Mar-02	728	5/8" meter	3,076,018	6	5/8" meters	56,000	734	5/8" meters	3,132,018
				3	1.5" meters	80,000	3	1.5" meters	80,000
Apr-02	718	5/8" meter	3,032,000	7	5/8" meters	54,000	725	5/8" meters	3,086,000
				3	1.5" meters	62,000	3	1.5" meters	62,000
May-02	721	5/8" meter	3,769,000	7	5/8" meters	74,000	728	5/8" meters	3,843,000
				3	1.5" meters	73,000	3	1.5" meters	73,000
Jun-02	725	5/8" meter	3,302,000	7	5/8" meters	73,000	732	5/8" meters	3,375,000
				3	1.5" meters	68,000	3	1.5" meters	68,000
Jul-02	731	5/8" meter	2,685,000	7	5/8" meters	85,000	738	5/8" meters	2,770,000
				3	1.5" meters	84,000	3	1.5" meters	84,000
Aug-02	731	5/8" meter	2,677,000	7	5/8" meters	85,000	738	5/8" meters	2,762,000
				3	1.5" meters	85,000	3	1.5" meters	85,000
Sep-02	741	5/8" meter	2,331,000	7	5/8" meters	72,000	748	5/8" meters	2,403,000
				3	1.5" meters	76,000	3	1.5" meters	76,000
Oct-02	747	5/8" meter	2,800,000	7	5/8" meters	59,000	754	5/8" meters	2,859,000
				3	1.5" meters	111,000	3	1.5" meters	111,000
Nov-02	751	5/8" meter	2,789,000	7	5/8" meters	66,000	758	5/8" meters	2,855,000
				3	1.5" meters	72,000	3	1.5" meters	72,000
Dec-02	754	5/8" meter	3,189,000	7	5/8" meters	63,000	761	5/8" meters	3,252,000
				3	1.5" meters	90,000	3	1.5" meters	90,000
2002 Total	7,347	-	36,223,018	99	-	1,488,000	7,446	-	37,711,018

37,818,000

106,982



**Plantation Bay Utility Company**  
**Monthly Wastewater Gallons Sold (000)**  
**for the period from January 2000 to september 2005**

Month / Year	Residential			General Service			Total				
	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold		
Jan-03	763	5/8" meter	3,098,000	7 5/8" meters 3 1.5" meters		51,000 124,000	770 5/8" meters 3 1.5" meters		3,149,000 124,000		
Feb-03	769	5/8" meter	3,090,000	7 5/8" meters 3 1.5" meters		63,000 115,000	776 5/8" meters 3 1.5" meters		3,153,000 115,000		
Mar-03	771	5/8" meter	3,178,000	7 5/8" meters 3 1.5" meters		83,000 108,000	778 5/8" meters 3 1.5" meters		3,261,000 108,000		
Apr-03	781	5/8" meter	3,114,000	7 5/8" meters 3 1.5" meters		76,000 69,000	788 5/8" meters 3 1.5" meters		3,190,000 69,000		
May-03	802	5/8" meter	3,767,000	7 5/8" meters 3 1.5" meters		100,000 107,000	809 5/8" meters 3 1.5" meters		3,867,000 107,000		
Jun-03	809	5/8" meter	3,595,000	7 5/8" meters 3 1.5" meters		70,000 132,000	816 5/8" meters 3 1.5" meters		3,665,000 132,000		
Jul-03	812	5/8" meter	3,243,001	7 5/8" meters 3 1.5" meters		84,000 171,000	819 5/8" meters 3 1.5" meters		3,327,001 171,000		
Aug-03	833	5/8" meter	2,888,000	7 5/8" meters 3 1.5" meters		55,000 126,000	840 5/8" meters 3 1.5" meters		2,943,000 126,000		
Sep-03	846	5/8" meter	2,733,000	7 5/8" meters 3 1.5" meters		58,000 59,000	853 5/8" meters 3 1.5" meters		2,791,000 59,000		
Oct-03	847	5/8" meter	3,249,001	7 5/8" meters 3 1.5" meters		72,000 62,000	854 5/8" meters 3 1.5" meters		3,321,001 62,000		
Nov-03	874	5/8" meter	3,202,001	7 5/8" meters 3 1.5" meters		73,000 63,000	881 5/8" meters 3 1.5" meters		3,275,001 63,000		
Dec-03	888	5/8" meter	3,302,002	7 5/8" meters 3 1.5" meters		73,000 72,000	895 5/8" meters 3 1.5" meters		3,375,002 72,000		
2003 Total	9,795	-	38,459,005	120	-	2,066,000	9,915	-	40,525,005	43,925,000	3,399,995

**Plantation Bay Utility Company**  
**Monthly Wastewater Gallons Sold (000)**  
**for the period from January 2000 to september 2005**

Month / Year	Residential			General Service			Total		
	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold
Jan-04	919	5/8" meter	3,698,001	7 3	5/8" meters 1.5" meters	129,000 95,000	926 3	5/8" meters 1.5" meters	3,827,001 95,000
Feb-04	927	5/8" meter	3,707,000	7 3	5/8" meters 1.5" meters	105,000 110,000	934 3	5/8" meters 1.5" meters	3,812,000 110,000
Mar-04	952	5/8" meter	3,507,000	7 3	5/8" meters 1.5" meters	70,000 119,000	959 3	5/8" meters 1.5" meters	3,577,000 119,000
Apr-04	929	5/8" meter	4,002,000	7 3	5/8" meters 1.5" meters	66,000 121,000	936 3	5/8" meters 1.5" meters	4,068,000 121,000
May-04	962	5/8" meter	4,347,000	7 3	5/8" meters 1.5" meters	69,000 128,000	969 3	5/8" meters 1.5" meters	4,416,000 128,000
Jun-04	964	5/8" meter	3,606,000	7 3	5/8" meters 1.5" meters	62,000 103,000	971 3	5/8" meters 1.5" meters	3,668,000 103,000
Jul-04	990	5/8" meter	3,877,000	7 3	5/8" meters 1.5" meters	65,000 99,000	997 3	5/8" meters 1.5" meters	3,942,000 99,000
Aug-04	998	5/8" meter	3,538,000	7 3	5/8" meters 1.5" meters	57,000 98,000	1,005 3	5/8" meters 1.5" meters	3,595,000 98,000
Sep-04	1,002	5/8" meter	3,796,000	7 3	5/8" meters 1.5" meters	65,000 96,000	1,009 3	5/8" meters 1.5" meters	3,861,000 96,000
Oct-04	993	5/8" meter	2,792,000	7 3	5/8" meters 1.5" meters	100,000 84,000	1,000 3	5/8" meters 1.5" meters	2,892,000 84,000
Nov-04	1,002	5/8" meter	3,654,000	7 3	5/8" meters 1.5" meters	159,000 105,000	1,009 3	5/8" meters 1.5" meters	3,813,000 105,000
Dec-04	1,002	5/8" meter	4,483,000	7 3	5/8" meters 1.5" meters	101,000 117,000	1,009 3	5/8" meters 1.5" meters	4,584,000 117,000
2004 Total	11,640	-	45,007,001	120	-	2,323,000	11,760	-	47,330,001

50,851,000      3,520,999

**Plantation Bay Utility Company**  
**Monthly Wastewater Gallons Sold (000)**  
**for the period from January 2000 to september 2005**

Month / Year	Residential			General Service			Total		
	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold	Bills	ERC's	Gals Sold
Jan-05	1,010	5/8" meter	3,989,000	7 5/8" meters 3 1.5" meters		208,000 122,000	1,017 5/8" meters 3 1.5" meters		4,197,000 122,000
Feb-05	1,008	5/8" meter	3,947,000	7 5/8" meters 3 1.5" meters		139,000 113,000	1,015 5/8" meters 3 1.5" meters		4,086,000 113,000
Mar-05	1,013	5/8" meter	4,546,000	7 5/8" meters 3 1.5" meters		103,000 146,000	1,020 5/8" meters 3 1.5" meters		4,649,000 146,000
Apr-05	1,033	5/8" meter	3,972,000	7 5/8" meters 3 1.5" meters		132,000 131,000	1,040 5/8" meters 3 1.5" meters		4,104,000 131,000
May-05	1,059	5/8" meter	4,293,000	7 5/8" meters 3 1.5" meters		172,000 154,000	1,066 5/8" meters 3 1.5" meters		4,465,000 154,000
Jun-05	1,083	5/8" meter	4,753,000	7 5/8" meters 3 1.5" meters		118,000 159,000	1,090 5/8" meters 3 1.5" meters		4,871,000 159,000
Jul-05	1,084	5/8" meter	3,515,000	7 5/8" meters 3 1.5" meters		297,000 114,000	1,091 5/8" meters 3 1.5" meters		3,812,000 114,000
Aug-05	1,108	5/8" meter	3,748,000	7 5/8" meters 3 1.5" meters		448,000 119,000	1,115 5/8" meters 3 1.5" meters		4,196,000 119,000
Sep-05	1,104	5/8" meter	4,103,000	7 5/8" meters 3 1.5" meters		292,000 113,000	1,111 5/8" meters 3 1.5" meters		4,395,000 113,000
2005 YTD tota	9,502	-	36,866,000	90	-	3,080,000	9,592	-	39,946,000
Grand Totals	38,284	-	156,555,024	429	-	8,957,000	38,713	-	165,512,024

7,027,976

Cell: D13

Comment: Gonzalez:

The current Software system did not start until 3/02, therefore the 1/02 and 2/02 information was obtained from paper records.

Call: N159

Comment: Gonzalez:

The MFR report has the same gallons for Water in Schedule F-9 that it does for Sewer in F-10. However, This difference is reasonable in relation to the gallons of water since the gallons of sewer are expected to be lower than the gallons of water.



Plantation Bay Utility Company  
 Analysis of CIAC - Net Plant vs. Net CIAC  
 Under Current Service Availability Policy  
 Staff's First Data Request - Question 44(d)

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Water</u>									
<u>Utility Plant</u>									
Utility plant	\$ 1,680,198	\$ 1,740,198	\$ 1,956,198	\$ 2,016,198	\$ 2,076,198	\$ 2,136,198	\$ 2,196,198	\$ 2,256,198	\$ 2,316,198
Land	58,949	58,949	58,949	58,949	58,949	58,949	58,949	58,949	58,949
Water transmission & distribution (T&D)	1,880,881	2,217,340	3,073,596	3,728,380	4,257,244	4,814,440	5,069,428	5,069,428	5,472,372
Meters	119,898	144,898	169,898	194,898	219,898	244,898	269,898	294,898	319,898
<b>Total Plant</b>	<b>3,739,926</b>	<b>4,161,385</b>	<b>5,258,641</b>	<b>5,998,425</b>	<b>6,612,289</b>	<b>7,254,485</b>	<b>7,594,473</b>	<b>7,679,473</b>	<b>8,167,417</b>
Accumulated Depreciation - Plant	1,099,872	1,160,755	1,226,551	1,297,260	1,370,105	1,445,086	1,522,203	1,601,456	1,682,845
Accumulated Depreciation - T&D	428,857	485,412	558,427	652,294	762,495	887,684	1,024,082	1,163,998	1,309,475
Accumulated Depreciation - Meters	47,575	54,195	62,065	71,185	81,555	93,175	106,045	120,165	135,535
	<u>1,576,304</u>	<u>1,700,362</u>	<u>1,847,043</u>	<u>2,020,739</u>	<u>2,214,155</u>	<u>2,425,945</u>	<u>2,652,330</u>	<u>2,885,619</u>	<u>3,127,855</u>
<b>Net Water Plant</b>	<b>2,163,622</b>	<b>2,461,023</b>	<b>3,411,598</b>	<b>3,977,686</b>	<b>4,398,134</b>	<b>4,828,540</b>	<b>4,942,143</b>	<b>4,793,854</b>	<b>5,039,562</b>
<u>CIAC</u>									
Capacity Charges	788,523	947,523	1,106,523	1,265,523	1,424,523	1,583,523	1,742,523	1,901,523	2,060,523
Meter fees	208,578	233,578	258,578	283,578	308,578	333,578	358,578	383,578	408,578
T&D	891,703	891,703	891,703	891,703	891,703	891,703	891,703	891,703	891,703
<b>Total CIAC</b>	<b>1,888,804</b>	<b>2,072,804</b>	<b>2,256,804</b>	<b>2,440,804</b>	<b>2,624,804</b>	<b>2,808,804</b>	<b>2,992,804</b>	<b>3,176,804</b>	<b>3,360,804</b>
Accumulated amortization of CIAC:									
Capacity charges	170,588	201,489	238,051	280,273	328,156	381,699	440,902	505,766	576,290
Meter Fees	115,481	126,535	138,839.0	152,393	167,197	183,251	200,555	219,109	238,913
T&D	283,525	308,136	332,747	357,358	381,969	406,580	431,191	455,802	480,413
<b>Total accumulated amortization</b>	<b>569,594</b>	<b>636,160</b>	<b>709,637</b>	<b>790,024</b>	<b>877,322</b>	<b>971,530</b>	<b>1,072,648</b>	<b>1,180,677</b>	<b>1,295,616</b>
<b>Net CIAC</b>	<b>1,319,210</b>	<b>1,436,644</b>	<b>1,547,167</b>	<b>1,650,780</b>	<b>1,747,482</b>	<b>1,837,274</b>	<b>1,920,156</b>	<b>1,996,127</b>	<b>2,065,188</b>
<b>Net Plant</b>	<b>\$ 844,412</b>	<b>\$ 1,024,379</b>	<b>\$ 1,864,431</b>	<b>\$ 2,326,906</b>	<b>\$ 2,650,652</b>	<b>\$ 2,991,266</b>	<b>\$ 3,021,987</b>	<b>\$ 2,797,727</b>	<b>\$ 2,974,374</b>

Plantation Bay Utility Company  
 Analysis of CIAC - Net Plant vs. Net CIAC  
 Under Current Service Availability Policy  
 Staff's First Data Request - Question 44(d)

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Wastewater</u>									
<u>Utility Plant</u>									
Utility plant	\$ 859,095	\$ 889,095	\$ 919,095	\$ 949,095	\$ 979,095	\$ 1,009,095	\$ 1,039,095	\$ 1,069,095	\$ 1,099,095
Land	50,631	50,631	50,631	50,631	50,631	50,631	50,631	50,631	50,631
Collection System - mains, manholes, services pumping equipment (lift stations)	<u>3,740,250</u>	<u>4,400,691</u>	<u>6,123,539</u>	<u>7,441,011</u>	<u>8,505,123</u>	<u>9,626,241</u>	<u>10,139,295</u>	<u>10,139,295</u>	<u>10,950,047</u>
Total Plant	<u>4,649,976</u>	<u>5,340,417</u>	<u>7,093,265</u>	<u>8,440,737</u>	<u>9,534,849</u>	<u>10,685,967</u>	<u>11,229,021</u>	<u>11,259,021</u>	<u>12,099,773</u>
Accumulated Depreciation - plant	702,348	745,442	790,015	836,067	883,598	932,608	983,097	1,035,065	1,088,512
Accumulated Depreciation - Collection System	<u>754,671</u>	<u>879,668</u>	<u>1,041,301</u>	<u>1,249,583</u>	<u>1,494,409</u>	<u>1,772,781</u>	<u>2,076,208</u>	<u>2,387,484</u>	<u>2,711,246</u>
Total accumulated depreciation	<u>1,457,019</u>	<u>1,625,110</u>	<u>1,831,316</u>	<u>2,085,650</u>	<u>2,378,007</u>	<u>2,705,389</u>	<u>3,059,305</u>	<u>3,422,549</u>	<u>3,799,758</u>
Net wastewater Plant	<u>3,192,957</u>	<u>3,715,307</u>	<u>5,261,949</u>	<u>6,355,087</u>	<u>7,156,842</u>	<u>7,980,578</u>	<u>8,169,716</u>	<u>7,836,472</u>	<u>8,300,015</u>
<u>CIAC</u>									
Capacity Charges	565,248	697,998	830,748	963,498	1,096,248	1,228,998	1,361,748	1,494,498	1,627,248
Collection mains, manholes, services & pumping equipment (lift stations)	<u>1,717,150</u>	<u>1,717,150</u>	<u>1,717,150</u>	<u>1,717,150</u>	<u>1,717,150</u>	<u>1,717,150</u>	<u>1,717,150</u>	<u>1,717,150</u>	<u>1,717,150</u>
Total CIAC	<u>2,282,398</u>	<u>2,415,148</u>	<u>2,547,898</u>	<u>2,680,648</u>	<u>2,813,398</u>	<u>2,946,148</u>	<u>3,078,898</u>	<u>3,211,648</u>	<u>3,344,398</u>
Accumulated amortization of CIAC:									
Capacity charges	467,173	498,319	536,009	580,244	631,023	688,347	752,216	822,629	899,587
Collection system	<u>536,667</u>	<u>589,384</u>	<u>642,101</u>	<u>694,818</u>	<u>747,535</u>	<u>800,252</u>	<u>852,969</u>	<u>905,686</u>	<u>958,403</u>
Total accumulated amortization	<u>1,003,840</u>	<u>1,087,703</u>	<u>1,178,110</u>	<u>1,275,062</u>	<u>1,378,558</u>	<u>1,488,599</u>	<u>1,605,185</u>	<u>1,728,315</u>	<u>1,857,990</u>
Net CIAC	<u>1,278,558</u>	<u>1,327,445</u>	<u>1,369,788</u>	<u>1,405,586</u>	<u>1,434,840</u>	<u>1,457,549</u>	<u>1,473,713</u>	<u>1,483,333</u>	<u>1,486,408</u>
Net Plant	<u>\$ 1,914,399</u>	<u>\$ 2,387,862</u>	<u>\$ 3,892,161</u>	<u>\$ 4,949,501</u>	<u>\$ 5,722,002</u>	<u>\$ 6,523,029</u>	<u>\$ 6,696,003</u>	<u>\$ 6,353,139</u>	<u>\$ 6,813,607</u>

Plantation Bay Utility Company  
 Analysis of CIAC  
 CIAC Additions 2005 through 2012 - Current Service Availability Policy  
 Staff's First Data Request - Question 44(d)

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Water</u>								
No. of new customers per capacity report	250	250	250	250	250	250	250	250
Capacity Charge per customer	<u>\$ 636</u>	<u>\$ 636</u>	<u>\$ 636</u>	<u>\$ 636</u>	<u>\$ 636</u>	<u>\$ 636</u>	<u>\$ 636</u>	<u>\$ 636</u>
Increase in capacity charges	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000
Increase in meters @ \$100 per customer	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>
Annual increase in CIAC	<u>\$ 184,000</u>	<u>\$ 184,000</u>	<u>\$ 184,000</u>	<u>\$ 184,000</u>	<u>\$ 184,000</u>	<u>\$ 184,000</u>	<u>\$ 184,000</u>	<u>\$ 184,000</u>
<u>Wastewater</u>								
No. of new customers per capacity report	250	250	250	250	250	250	250	250
Capacity Charge per customer	<u>\$ 531</u>	<u>\$ 531</u>	<u>\$ 531</u>	<u>\$ 531</u>	<u>\$ 531</u>	<u>\$ 531</u>	<u>\$ 531</u>	<u>\$ 531</u>
Annual increase in CIAC	<u>\$ 132,750</u>	<u>\$ 132,750</u>	<u>\$ 132,750</u>	<u>\$ 132,750</u>	<u>\$ 132,750</u>	<u>\$ 132,750</u>	<u>\$ 132,750</u>	<u>\$ 132,750</u>



Plantation Bay Utility Company  
 Analysis of CIAC  
 Accumulated Amortization of CIAC 2005 through 2012 - Current Service Availability Policy  
 Staff's First Data Request - Question 44(d)

<u>Water</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Capacity Charges</u>								
Beginning of year CIAC balance	\$ 788,523	\$ 947,523	\$ 1,106,523	\$ 1,265,523	\$ 1,424,523	\$ 1,583,523	\$ 1,742,523	\$ 1,901,523
Composite amortization rate	<u>3.56%</u>	<u>3.56%</u>	<u>3.56%</u>	<u>3.56%</u>	<u>3.56%</u>	<u>3.56%</u>	<u>3.56%</u>	<u>3.56%</u>
	<u>28,071</u>	<u>33,732</u>	<u>39,392</u>	<u>45,053</u>	<u>50,713</u>	<u>56,373</u>	<u>62,034</u>	<u>67,694</u>
Annual CIAC Additions	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000
Composite amortization rate - 1/2 year	<u>1.78%</u>	<u>1.78%</u>	<u>1.78%</u>	<u>1.78%</u>	<u>1.78%</u>	<u>1.78%</u>	<u>1.78%</u>	<u>1.78%</u>
Amortization of current years additions	<u>2,830</u>	<u>2,830</u>	<u>2,830</u>	<u>2,830</u>	<u>2,830</u>	<u>2,830</u>	<u>2,830</u>	<u>2,830</u>
Current year amortization	<u>30,901</u>	<u>36,562</u>	<u>42,222</u>	<u>47,883</u>	<u>53,543</u>	<u>59,203</u>	<u>64,864</u>	<u>70,524</u>
Accumulated amortization beginning of year	170,588	201,489	238,051	280,273	328,156	381,699	440,902	505,766
Current years amortization	<u>30,901</u>	<u>36,562</u>	<u>42,222</u>	<u>47,883</u>	<u>53,543</u>	<u>59,203</u>	<u>64,864</u>	<u>70,524</u>
Accumulated amortization end of year	<u>\$ 201,489</u>	<u>\$ 238,051</u>	<u>\$ 280,273</u>	<u>\$ 328,156</u>	<u>\$ 381,699</u>	<u>\$ 440,902</u>	<u>\$ 505,766</u>	<u>\$ 576,290</u>
<u>Transmission &amp; Distribution Mains (T&amp;D)</u>								
Beginning of year CIAC balance	\$ 891,703	\$ 891,703	\$ 891,703	\$ 891,703	\$ 891,703	\$ 891,703	\$ 891,703	\$ 891,703
Composite amortization rate	<u>2.76%</u>	<u>2.76%</u>	<u>2.76%</u>	<u>2.76%</u>	<u>2.76%</u>	<u>2.76%</u>	<u>2.76%</u>	<u>2.76%</u>
Annual amortization	<u>24,611</u>	<u>24,611</u>	<u>24,611</u>	<u>24,611</u>	<u>24,611</u>	<u>24,611</u>	<u>24,611</u>	<u>24,611</u>
Accumulated amortization beginning of year	<u>283,525</u>	<u>308,136</u>	<u>332,747</u>	<u>357,358</u>	<u>381,969</u>	<u>406,580</u>	<u>431,191</u>	<u>455,802</u>
Accumulated amortization end of year	<u>\$ 308,136</u>	<u>\$ 332,747</u>	<u>\$ 357,358</u>	<u>\$ 381,969</u>	<u>\$ 406,580</u>	<u>\$ 431,191</u>	<u>\$ 455,802</u>	<u>\$ 480,413</u>
<u>Meter fees</u>								
Beginning of year CIAC balance	\$ 208,578	\$ 233,578	\$ 258,578	\$ 283,578	\$ 308,578	\$ 333,578	\$ 358,578	\$ 383,578
Composite amortization rate	<u>5.00%</u>	<u>5.00%</u>	<u>5.00%</u>	<u>5.00%</u>	<u>5.00%</u>	<u>5.00%</u>	<u>5.00%</u>	<u>5.00%</u>
	<u>10,429</u>	<u>11,679</u>	<u>12,929</u>	<u>14,179</u>	<u>15,429</u>	<u>16,679</u>	<u>17,929</u>	<u>19,179</u>
Annual CIAC Additions	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Composite amortization rate - 1/2 year	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>
Amortization of current years additions	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>
Current year amortization	<u>11,054</u>	<u>12,304</u>	<u>13,554</u>	<u>14,804</u>	<u>16,054</u>	<u>17,304</u>	<u>18,554</u>	<u>19,804</u>
Accumulated amortization beginning of year	115,481	126,535	138,839	152,393	167,197	183,251	200,555	219,109
Current years amortization	<u>11,054</u>	<u>12,304</u>	<u>13,554</u>	<u>14,804</u>	<u>16,054</u>	<u>17,304</u>	<u>18,554</u>	<u>19,804</u>
Accumulated amortization end of year	<u>\$ 126,535</u>	<u>\$ 138,839</u>	<u>\$ 152,393</u>	<u>\$ 167,197</u>	<u>\$ 183,251</u>	<u>\$ 200,555</u>	<u>\$ 219,109</u>	<u>\$ 238,913</u>

Plantation Bay Utility Company  
 Analysis of CIAC  
 Accumulated Amortization of CIAC 2005 through 2012 - Current Service Availability Policy  
 Staff's First Data Request - Question 44(d)

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Wastewater</u>								
<u>Capacity Charges</u>								
Beginning of year CIAC balance	\$ 565,248	\$ 697,998	\$ 830,748	\$ 963,498	\$ 1,096,248	\$ 1,228,998	\$ 1,361,748	\$ 1,494,498
Composite amortization rate	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>
	<u>27,867</u>	<u>34,411</u>	<u>40,956</u>	<u>47,500</u>	<u>54,045</u>	<u>60,590</u>	<u>67,134</u>	<u>73,679</u>
Annual CIAC Additions	132,750	132,750	132,750	132,750	132,750	132,750	132,750	132,750
Composite amortization rate - 1/2 year	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>
Amortization of current years additions	<u>3,279</u>	<u>3,279</u>	<u>3,279</u>	<u>3,279</u>	<u>3,279</u>	<u>3,279</u>	<u>3,279</u>	<u>3,279</u>
Current year amortization	<u>31,146</u>	<u>37,690</u>	<u>44,235</u>	<u>50,779</u>	<u>57,324</u>	<u>63,869</u>	<u>70,413</u>	<u>76,958</u>
Accumulated amortization beginning of year	467,173	498,319	536,009	580,244	631,023	688,347	752,216	822,629
Current years amortization	<u>31,146</u>	<u>37,690</u>	<u>44,235</u>	<u>50,779</u>	<u>57,324</u>	<u>63,869</u>	<u>70,413</u>	<u>76,958</u>
Accumulated amortization end of year	<u>\$ 498,319</u>	<u>\$ 536,009</u>	<u>\$ 580,244</u>	<u>\$ 631,023</u>	<u>\$ 688,347</u>	<u>\$ 752,216</u>	<u>\$ 822,629</u>	<u>\$ 899,587</u>
<u>Collection System</u>								
Beginning of year CIAC balance	\$ 1,717,150	\$ 1,717,150	\$ 1,717,150	\$ 1,717,150	\$ 1,717,150	\$ 1,717,150	\$ 1,717,150	\$ 1,717,150
Composite amortization rate	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>
Annual amortization	52,717	52,717	52,717	52,717	52,717	52,717	52,717	52,717
Accumulated amortization beginning of year	<u>536,667</u>	<u>589,384</u>	<u>642,101</u>	<u>694,818</u>	<u>747,535</u>	<u>800,252</u>	<u>852,969</u>	<u>905,686</u>
Accumulated amortization end of year	<u>\$ 589,384</u>	<u>\$ 642,101</u>	<u>\$ 694,818</u>	<u>\$ 747,535</u>	<u>\$ 800,252</u>	<u>\$ 852,969</u>	<u>\$ 905,686</u>	<u>\$ 958,403</u>

Plantation Bay Utility Company  
 Projected Plant Additions by Year  
 Staff's First Data Request - Question 44(d)

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>Total</u>
<u>Water</u>									
<u>Utility Plant</u>									
Routine additions, replacements, & upgrades to existing water treatment plant - 5 year average	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 480,000
Estimated cost of switch to chlorination treatment (\$75,000)& Remote Telemetry system (\$81,000)	-	156,000	-	-	-	-	-	-	156,000
	<u>60,000</u>	<u>216,000</u>	<u>60,000</u>	<u>60,000</u>	<u>60,000</u>	<u>60,000</u>	<u>60,000</u>	<u>60,000</u>	<u>\$ 636,000</u>
<u>Transmission &amp; Distribution</u>									
Cost of 1DV Unit 3C	32,734								
Cost of Unit 2EV-2	102,181								
Cost of Unit 2AF-4	201,544								
Total	<u>303,725</u>								
Number of lots these phases	<u>193</u>								
Average cost per lot	<u>1,574</u>	1,574	1,574	1,574	1,574	1,574	1,574	1,574	
No of Units per Plat Summary (Question 43 response)	-	544	416	336	354	162	-	256	
Total Transmission & Distribution additions	<u>336,459</u>	<u>856,256</u>	<u>654,784</u>	<u>528,864</u>	<u>557,196</u>	<u>254,988</u>	<u>-</u>	<u>402,944</u>	<u>3,591,491</u>
<u>Meters</u>									
Cost of meter & installation	100	100	100	100	100	100	100	100	
No. of new connections per Capacity Analysis	250	250	250	250	250	250	250	250	
Total meter & installation additions	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>200,000</u>
Total projected water plant additions	<u>\$ 421,459</u>	<u>\$ 1,097,256</u>	<u>\$ 739,784</u>	<u>\$ 613,864</u>	<u>\$ 642,196</u>	<u>\$ 339,988</u>	<u>\$ 85,000</u>	<u>\$ 487,944</u>	<u>\$ 4,427,491</u>
<u>Wastewater</u>									
<u>Utility Plant</u>									
Routine additions, replacements, & upgrades to existing sewer treatment plant - 5 year average	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 240,000
<u>Collection Plant</u>									
Cost of 1DV Unit 3C	49,176								
Cost of Unit 2EV-2	194,418								
Cost of Unit 2AF-4	416,847								
Total	<u>611,265</u>								
Number of lots these phases	<u>193</u>								
Average cost per lot	<u>3,167</u>	3,167	3,167	3,167	3,167	3,167	3,167	3,167	
No of Units per Plat Summary (Question 43 response)	-	544	416	336	354	162	-	256	
Total Collection Plant additions	<u>660,441</u>	<u>1,722,848</u>	<u>1,317,472</u>	<u>1,064,112</u>	<u>1,121,118</u>	<u>513,054</u>	<u>-</u>	<u>810,752</u>	<u>7,209,797</u>
Total projected wastewater plant additions	<u>\$ 690,441</u>	<u>\$ 1,752,848</u>	<u>\$ 1,347,472</u>	<u>\$ 1,094,112</u>	<u>\$ 1,151,118</u>	<u>\$ 543,054</u>	<u>\$ 30,000</u>	<u>\$ 840,752</u>	<u>\$ 7,449,797</u>

Plantation Bay Utility Company  
 Projected Accumulated Depreciation  
 Staff's First Data Request - Question 44(d)

	2004	2005	2006	2007	2008	2009	2010	2011	2012
<b>Water</b>									
<b>Utility Plant</b>									
Accumulated Depreciation - beginning of year		\$ 1,099,872	\$ 1,160,755	\$ 1,226,551	\$ 1,297,260	\$ 1,370,105	\$ 1,445,086	\$ 1,522,203	\$ 1,601,456
Current years additions		60,883	65,796	70,709	72,845	74,981	77,117	79,253	81,389
<b>Accumulated depreciation - end of year</b>	<b>\$ 1,099,872</b>	<b>\$ 1,160,755</b>	<b>\$ 1,226,551</b>	<b>\$ 1,297,260</b>	<b>\$ 1,370,105</b>	<b>\$ 1,445,086</b>	<b>\$ 1,522,203</b>	<b>\$ 1,601,456</b>	<b>\$ 1,682,845</b>
Utility plant prior years balance	\$ 1,680,198	\$ 1,680,198	\$ 1,740,198	\$ 1,956,198	\$ 2,016,198	\$ 2,076,198	\$ 2,136,198	\$ 2,196,198	\$ 2,256,198
Composite depreciation rate		3.56%	3.56%	3.56%	3.56%	3.56%	3.56%	3.56%	3.56%
Depreciation on prior years plant balance		59,815	61,951	69,641	71,777	73,913	76,049	78,185	80,321
Current years plant additions		60,000	216,000	60,000	60,000	60,000	60,000	60,000	60,000
Composite depreciation rate - half year		1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%
Depreciation on current years plant additions		1,068	3,845	1,068	1,068	1,068	1,068	1,068	1,068
<b>Total current years depreciation</b>	<b>\$ 60,883</b>	<b>\$ 65,796</b>	<b>\$ 70,709</b>	<b>\$ 72,845</b>	<b>\$ 74,981</b>	<b>\$ 77,117</b>	<b>\$ 79,253</b>	<b>\$ 81,389</b>	
<b>Water transmission &amp; distribution (T&amp;D)</b>									
Accumulated Depreciation - beginning of year		\$ 428,857	\$ 485,412	\$ 558,427	\$ 652,294	\$ 762,495	\$ 887,684	\$ 1,024,082	\$ 1,163,998
Current years additions		56,555	73,015	93,867	110,201	125,189	136,398	139,916	145,477
<b>Accumulated depreciation - end of year</b>	<b>\$ 428,857</b>	<b>\$ 485,412</b>	<b>\$ 558,427</b>	<b>\$ 652,294</b>	<b>\$ 762,495</b>	<b>\$ 887,684</b>	<b>\$ 1,024,082</b>	<b>\$ 1,163,998</b>	<b>\$ 1,309,475</b>
T&D plant prior years balance	\$ 1,880,881	1,880,881	2,217,340	3,073,596	3,728,380	4,257,244	4,814,440	5,069,428	5,069,428
Composite depreciation rate		2.76%	2.76%	2.76%	2.76%	2.76%	2.76%	2.76%	2.76%
Depreciation on prior years plant balance		51,912	61,199	84,831	102,903	117,500	132,879	139,916	139,916
Current years plant additions		336,459	856,256	654,784	528,864	557,196	254,988	-	402,944
Composite depreciation rate - half year		1.38%	1.38%	1.38%	1.38%	1.38%	1.38%	1.38%	1.38%
Depreciation on current years plant additions		4,643	11,816	9,036	7,298	7,689	3,519	-	5,561
<b>Total current years depreciation</b>	<b>\$ 56,555</b>	<b>\$ 73,015</b>	<b>\$ 93,867</b>	<b>\$ 110,201</b>	<b>\$ 125,189</b>	<b>\$ 136,398</b>	<b>\$ 139,916</b>	<b>\$ 139,916</b>	<b>\$ 145,477</b>
<b>Meters</b>									
Accumulated Depreciation - beginning of year		47,575	54,195	62,065	71,185	81,555	93,175	106,045	120,165
Current years additions		6,620	7,870	9,120	10,370	11,620	12,870	14,120	15,370
<b>Accumulated depreciation - end of year</b>	<b>\$ 47,575</b>	<b>\$ 54,195</b>	<b>\$ 62,065</b>	<b>\$ 71,185</b>	<b>\$ 81,555</b>	<b>\$ 93,175</b>	<b>\$ 106,045</b>	<b>\$ 120,165</b>	<b>\$ 135,535</b>
Meters plant prior years balance	\$ 119,898	119,898	144,898	169,898	194,898	219,898	244,898	269,898	294,898
Composite depreciation rate		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Depreciation on prior years plant balance		5,995	7,245	8,495	9,745	10,995	12,245	13,495	14,745
Current years meter additions		25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Composite depreciation rate - half year		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Depreciation on current years meter additions		625	625	625	625	625	625	625	625
<b>Total current years depreciation</b>	<b>\$ 6,620</b>	<b>\$ 7,870</b>	<b>\$ 9,120</b>	<b>\$ 10,370</b>	<b>\$ 11,620</b>	<b>\$ 12,870</b>	<b>\$ 14,120</b>	<b>\$ 15,370</b>	

Plantation Bay Utility Company  
 Projected Accumulated Depreciation  
 Staff's First Data Request - Question 44(d)

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<b>Wastewater</b>									
<b>Utility Plant</b>									
Accumulated Depreciation - beginning of year	\$ 702,348	\$ 745,442	\$ 790,015	\$ 836,067	\$ 883,598	\$ 883,598	\$ 932,608	\$ 983,097	\$ 1,035,065
Current years additions	<u>43,094</u>	<u>44,573</u>	<u>46,052</u>	<u>47,531</u>	<u>49,010</u>	<u>50,489</u>	<u>51,968</u>	<u>53,447</u>	<u>53,447</u>
Accumulated depreciation - end of year	<u>\$ 702,348</u>	<u>\$ 745,442</u>	<u>\$ 790,015</u>	<u>\$ 836,067</u>	<u>\$ 883,598</u>	<u>\$ 932,608</u>	<u>\$ 983,097</u>	<u>\$ 1,035,065</u>	<u>\$ 1,088,512</u>
Utility plant prior years balance	<u>\$ 859,095</u>	859,095	889,095	919,095	949,095	979,095	1,009,095	1,039,095	1,069,095
Composite depreciation rate		<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>	<u>4.93%</u>
Depreciation on prior years plant balance		<u>42,353</u>	<u>43,832</u>	<u>45,311</u>	<u>46,790</u>	<u>48,269</u>	<u>49,748</u>	<u>51,227</u>	<u>52,706</u>
Current years plant additions		<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>
Composite depreciation rate - half year		<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>	<u>2.47%</u>
Depreciation on current years plant additions		<u>741</u>	<u>741</u>	<u>741</u>	<u>741</u>	<u>741</u>	<u>741</u>	<u>741</u>	<u>741</u>
Total current years depreciation (1)	<u>\$ 43,094</u>	<u>\$ 44,573</u>	<u>\$ 46,052</u>	<u>\$ 47,531</u>	<u>\$ 49,010</u>	<u>\$ 50,489</u>	<u>\$ 51,968</u>	<u>\$ 53,447</u>	<u>\$ 53,447</u>
<b>Collection System</b>									
Accumulated Depreciation - beginning of year	\$ 754,671	\$ 879,668	\$ 1,041,301	\$ 1,249,583	\$ 1,494,409	\$ 1,494,409	\$ 1,772,781	\$ 2,076,208	\$ 2,387,484
Current years additions	<u>124,997</u>	<u>161,633</u>	<u>208,282</u>	<u>244,826</u>	<u>278,372</u>	<u>303,427</u>	<u>303,427</u>	<u>311,276</u>	<u>323,762</u>
Accumulated depreciation - end of year	<u>\$ 754,671</u>	<u>\$ 879,668</u>	<u>\$ 1,041,301</u>	<u>\$ 1,249,583</u>	<u>\$ 1,494,409</u>	<u>\$ 1,772,781</u>	<u>\$ 2,076,208</u>	<u>\$ 2,387,484</u>	<u>\$ 2,711,246</u>
Collection system plant - prior years balance	<u>\$ 3,740,250</u>	\$ 3,740,250	\$ 4,400,691	\$ 6,123,539	\$ 7,441,011	\$ 8,505,123	\$ 9,626,241	\$ 10,139,295	\$ 10,139,295
Composite depreciation rate		<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>	<u>3.07%</u>
Depreciation on prior years plant balance		<u>114,826</u>	<u>135,101</u>	<u>187,993</u>	<u>228,439</u>	<u>261,107</u>	<u>295,526</u>	<u>311,276</u>	<u>311,276</u>
Current years plant additions		<u>660,441</u>	<u>1,722,848</u>	<u>1,317,472</u>	<u>1,064,112</u>	<u>1,121,118</u>	<u>513,054</u>	-	<u>810,752</u>
Composite depreciation rate - half year		<u>1.54%</u>	<u>1.54%</u>	<u>1.54%</u>	<u>1.54%</u>	<u>1.54%</u>	<u>1.54%</u>	<u>1.54%</u>	<u>1.54%</u>
Depreciation on current years plant additions		<u>10,171</u>	<u>26,532</u>	<u>20,289</u>	<u>16,387</u>	<u>17,265</u>	<u>7,901</u>	-	<u>12,486</u>
Total current years depreciation	<u>\$ 124,997</u>	<u>\$ 161,633</u>	<u>\$ 208,282</u>	<u>\$ 244,826</u>	<u>\$ 278,372</u>	<u>\$ 303,427</u>	<u>\$ 303,427</u>	<u>\$ 311,276</u>	<u>\$ 323,762</u>