

Eric Fryson

From: Dana Rudolf [drudolf@sfflaw.com]
Sent: Wednesday, November 21, 2012 9:36 AM
To: Filings@psc.state.fl.us
Cc: Martin Friedman; pcflynn@uiwater.com; Curt Mouring; Michael Lawson; reilly.steve@leg.state.fl.us
Subject: Docket No. 110257 -WS; Application for increase in water and wastewater rates in Seminole County by Sanlando Utilities Corporation.

Attachments: PSC Clerk 25 (Response to 6th Data Request).ltr.pdf

- a) Martin S. Friedman, Esquire
Sundstrom, Friedman & Fumero, LLP
766 North Sun Drive, Suite 4030
Lake Mary, FL 32746
Phone: (407) 830-6331
Fax: (407) 830-8522
mfriedman@sfflaw.com
- b) Docket No. 110257-WS
Application for increase in water and wastewater rates in Seminole County by Sanlando Utilities Corporation.
- c) Sanlando Utilities Corporation
- d) 19 pages
- e) Response to Staff's Sixth Data Request.

DOCUMENT NUMBER DATE

07786 NOV 21 2012

November 21, 2012

E-FILE

Ann Cole, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Docket No. 110257-WS - Application for Increase in Water and Wastewater Rates in
Seminole County by Sanlando Utilities Corporation
Our File No.: 30057.198

Dear Ms. Cole:

The following is in response to Staff's Sixth Data Request dated November 20, 2012,
filed in the above-referenced docket.

1. Referring to the April 30, 2012 response to Staff's second data request question
4(g), Staff was provided an unsigned copy of the cost-share agreement between St. Johns
River Water Management District and Sanlando Utilities Corporation. At that time, it was
anticipated that the agreement would be executed in May 2012. Please provide the effective
date of that Agreement and furnish an executed copy of the Agreement.

RESPONSE: A fully executed copy of the Agreement is attached.

2. Referring to the November 16, 2012 filing, subpart 1.02(E) of the Section
00520 Agreement Form states as follows, "Payments will be made to the Contractor on the
basis of the Schedule of Unit Prices included as part of his bid which shall be as fully part of
the contract as if attached or repeated herein." Please provide a copy of the referenced
schedule of unit prices.

RESPONSE: A copy of the schedule of unit pricing is attached.

3. Referring to the January 24, 2012 response to Staff's first data request in the
section identified as "Rate Base 1 (a-f)" Staff was provided with a construction cost estimate
identified as "Pro forma project # SR434 FDOT Widening/Storm for \$153,312". (see
attached) Please provide copies of all bids related to this estimate.

RESPONSE: The Bid Tabulation is attached.

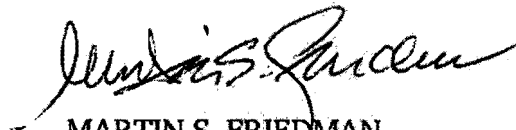
DOCUMENT NUMBER DATE

07786 NOV 21 2012

Ann Cole, Commission Clerk
Florida Public Service Commission
November 21, 2012
Page 2

Please do not hesitate to contact me should the Staff have any questions about these responses.

Very truly yours,



MARTIN S. FRIEDMAN
For the Firm

MSF/der
Enclosures

cc: Patrick Flynn, Regional Director (w/enclosures) (via e-mail)
Curt Mouring, Division of Economic Regulation (w/enclosures) (via e-mail)
Michael Lawson, Esquire (w/enclosures) (via e-mail)
Stephen C. Reilly, Associate Public Counsel (w/enclosures) (via email)

**MINIMUM FLOWS AND LEVELS PREVENTION/RECOVERY PROJECTS
COST-SHARE AGREEMENT
BY AND BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SANLANDO UTILITIES CORP**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and SANLANDO UTILITIES CORP, whose address is 144 Ledbury Drive, Longwood, Florida 32779 ("Recipient"). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

PREMISES

The waters of the State of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water.

Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District has an ongoing program for the establishment of minimum flows and levels (MFLs) for water bodies within its jurisdiction in accordance with section 373.042, Fla. Stat.

The District has found that flows and levels for certain water bodies are below established MFLs or are anticipated to be below established MFLs within 20 years.

Pursuant to section 373.0421(2), Fla. Stat., if the existing flow or level in a water body is below, or is projected to fall within 20 years below, the established minimum flow or level, the District shall expeditiously implement a recovery or prevention strategy to achieve recovery to the established minimum flow or level as soon as practicable or prevent the existing flow or level from falling below the established minimum flow or level.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will have a demonstrated benefit for prevention or recovery of MFL water bodies, thereby benefitting the management of the water resources.

The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"):

Wekiwa - Apopka Reuse Transmission Main Project

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, and the funding assistance hereinafter specified, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM: WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until May 31, 2013 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within fifteen (15) days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates seventy-five (75) days after receipt by Recipient.

2. DELIVERABLES. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. OWNERSHIP OF DELIVERABLES. Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING.

- (a) For satisfactory completion of the Project, the District shall pay Recipient forty percent (40%) of the total cost of the Project, but in no event shall the District cost-share exceed \$1,468,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

- (b) **In-Kind Services.** Recipient agrees to provide at least \$2,202,000 in the form of matching funds, in-kind services, or both for the Project, as further described in the Statement of Work, which shall count toward Recipient's cost-share obligation.

5. **PAYMENT OF INVOICES**

- (a) Recipient shall submit quarterly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrvmd.com. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. Recipient shall be reimbursed for one hundred percent (100%) of the invoice, which shall not exceed 40% of approved costs, until the not-to-exceed amount of the District's cost-share has been expended. If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the Completion Date. Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.
- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) District Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required); (9) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

- (c) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
 - (d) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project, or (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
6. **INDEMNIFICATION.** Recipient shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Recipient, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.
7. **INSURANCE.** Recipient shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Recipient waives its right of recovery against the District to the extent permitted by its insurance policies. Recipient's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Recipient's obligation to provide insurance.
8. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds at the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

9. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT

Carey Maxwell, P.E., Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 937-0605
E-mail: emaxwell@sjrwmd.com

RECIPIENT

Bryan K. Gongre, Project Manager
Santando Utilities Corp
200 Weathersfield Avenue
Altamonte Springs, Florida 32714
(800) 272-1919 Ext. 1360
E-mail: BKGongre@nswater.com

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project, and may approve minor deviations in the Project that do not affect the District cost-share or Completion Date or otherwise significantly modify the terms of the Agreement.

10. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

- (a) **Progress Reports.** Recipient shall provide to the District Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

11. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed

within thirty (30) days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the ninety (90)-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties.
- (c) This paragraph shall survive the termination or expiration of this Agreement.

12. TERMINATION

- (a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.
- (b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

ADDITIONAL PROVISIONS (Alphabetical)

- 13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other

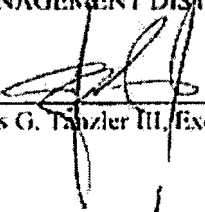
expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three (3) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; and/or (4) Recipient has received more than fifty (50%) contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
17. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
18. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

19. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.
20. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
21. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
22. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
23. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
24. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
25. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

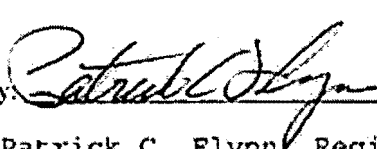
IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: 
Hans G. Tszler III, Executive Director, or Designee

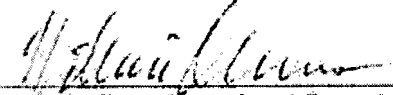
Date: 7/3/12

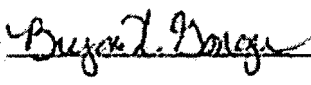
SANLANDO UTILITIES CORP

By: 
Patrick C. Flynn, Regional Director
Typed Name and Title

Date: 5/15/2012

APPROVED BY THE OFFICE
OF GENERAL COUNSEL


Stanley J. Niego, Sr. Assistant General Counsel

Attest: 
Bryan K. Gongre, Regional Manager
Typed Name and Title

ATTACHMENTS

- Attachment A - Statement of Work
- Attachment B - Insurance Requirements

Cost-share: Minimum Flows and Levels
Last updated: 11-7-11

**ATTACHMENT A - STATEMENT OF WORK
MINIMUM FLOWS AND LEVELS PREVENTION/RECOVERY STRATEGY
COST SHARE PROGRAM
SANLANDO UTILITIES CORP
WEKIVA - APOPKA REUSE TRANSMISSION MAIN PROJECT**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) created the Minimum Flows and Levels (MFLs) Alternative Water Supply Program (the Program) in FY2011-2012 as a cost share program to develop and implement prevention and recovery strategies for water bodies within the District where MFLs are currently not being met or are projected not to be met within 20 years. Sanlando Utilities Corp (Recipient) has requested and been selected as a participant in this cost share program.

On January 10, 2012 the District's Governing Board approved the funding for Recipient to initiate the Wekiva - Apopka Reuse Transmission Main Project in the amount of \$1,468,000, which is 40% of the project total cost of \$3,670,000.00.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct a pipeline for the conveyance of high level disinfection reuse irrigation water to the City of Apopka (City) Waste Water Treatment Facility (WWTF) to offset an equal volume of potable groundwater currently used to supplement the City's reuse irrigation system.

III. SCOPE OF WORK

Recipient is designing a 6 mile 16" reuse transmission pipeline that will convey 1.0 million gallons per day (mgd) of high level disinfection reuse irrigation water from the Wekiva Hunt Club WWTF located at 144 Ledbury Drive in Longwood, Florida, to the City WWTF at 748 East Cleveland Street in Apopka, Florida, to supplement the City's existing reuse needs. This project will be constructed in three phases.

- Phase I: Construction of a transmission line beginning at the intersection of West Lake Brantley Road and Sand Lake Road traveling westward down Sand Lake Road to the intersection of Sand Lake Road and Line Drive thence southerly down Line Drive to the intersection of Line Drive and SR 436.
- Phase II: Construction of a transmission line beginning on SR 436 (connecting to Phase I) and travel westerly to the intersection of SR 436 and Sheeler Road thence crossing SR 436 and traveling south down Sheeler Road to a point just south of the intersection at US 441 and Sheeler Road.
- Phase III: Construction of a transmission line beginning on Sheeler Road (connecting to Phase II) and travel south to the intersection of Sheeler Road and E. Cleveland Street to the City's WWTF.

The Recipient shall ensure the tasks in the Task Identification section of this Statement of Work are completed.

IV. TASK IDENTIFICATION

The Recipient shall be responsible for performing the following tasks:

- Obtaining project final design, construction plans, and specifications
- Providing a copy of executed construction contract documents between Recipient and Recipient's contractor to the District's Project Manager
- Providing a copy of any subsequent change orders to the construction contracts between Recipient and Recipient's contractor to the District's Project Manager
- Obtaining all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work
- Ensuring compliance with all permits
- Performing procurement actions for project construction
- Performing supervision and inspection of construction
- Performing construction contract administration
- Submitting invoices quarterly for actual construction costs in accordance with the cost share agreement with adequate substantiation to enable District staff to review submitted costs for payment
- Submitting Progress reports to the District's Project Manager identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project time and projected costs versus actual cost to date
- Providing certification of construction phase completion by a Professional Engineer registered in the state of Florida
- Complying with cost accounting practices and procedures required for reimbursement of cost share funds expended

V. TIME FRAMES AND DELIVERABLES

The expiration date of this Agreement is May 31, 2013. The Recipient shall submit quarterly reports to the District's Project Manager detailing the progress of each Task. All work shall be completed in accordance with tasks described above and generally consistent with the time line and according to the location of the work as shown in the map included in this Statement of Work.

The project is planned to be designed and constructed in three phases.

- Phase I
 - Design (90 days): COMPLETE
 - Bidding (30 days): COMPLETE
 - Construction (120 days): June 2012 through September 2012
- Phase II
 - Design (90 days): October 2011 through February 2012
 - Bidding (30 days): January 2012
 - Construction (120 days): September 2012 through December 2012

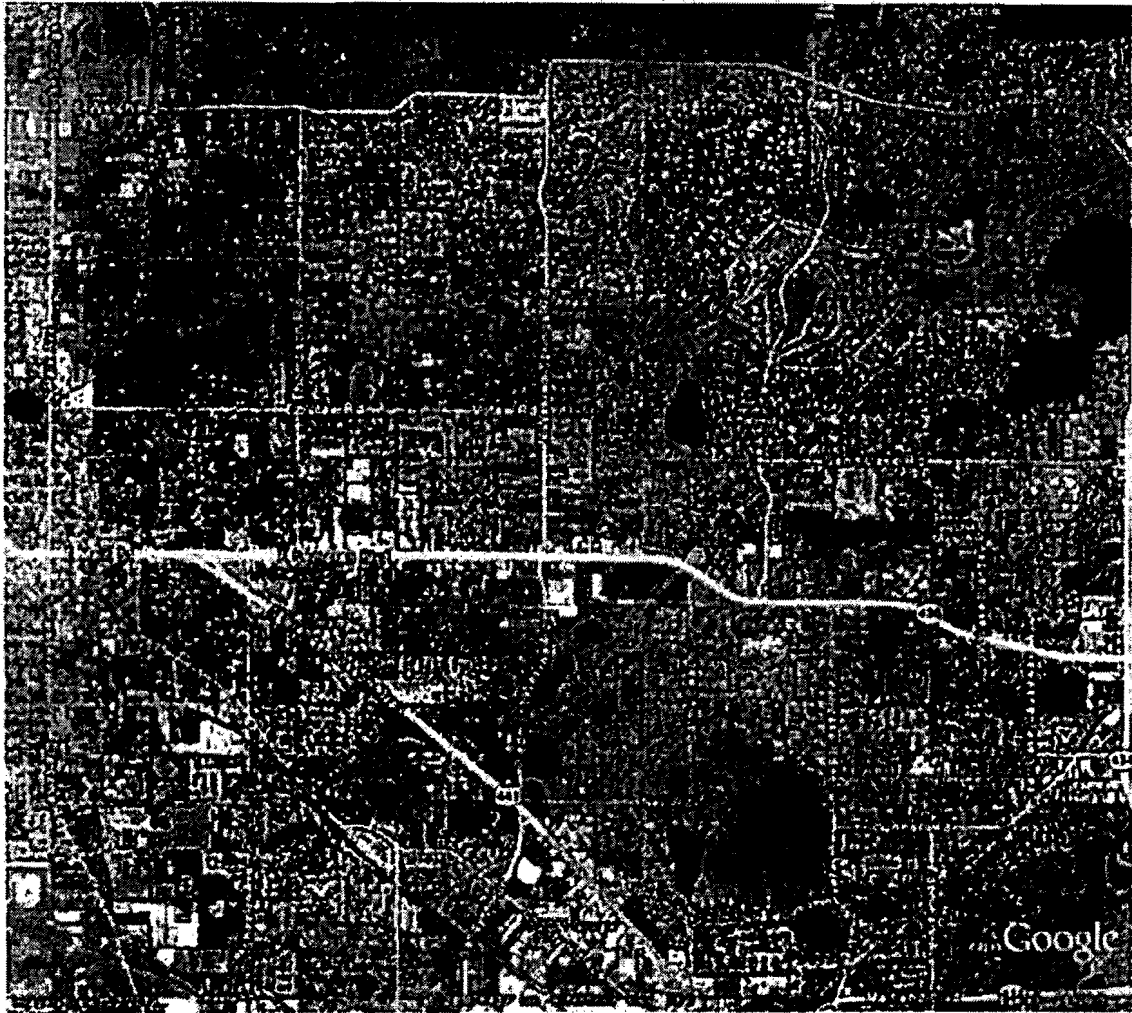
- Phase III
 - Design (90 days): November 2011 through March 2012
 - Bidding (30 days): February 2012
 - Construction (120 days): December 2012 through March 2013
 - Final Startup and Testing March 2013

The Recipient shall quantify the amount of water savings attributed to implementation of reclaimed water to these communities for reducing customer demands of groundwater used for irrigation on an annual basis upon completion of the construction for a period of three years after completion. Baseline conditions shall be established for this geographic area and the amount of ground water savings quantified over the evaluation period.

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 40% of the total cost of the Project, but in no event shall the District's cost-share exceed \$1,468,000. Recipient shall invoice the District quarterly including a progress report covering the time-period of the invoice. The Recipient's Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly.

Recipient agrees to provide at least \$2,202,000 in the form of matching funds for this project. If Project costs exceed the estimated Project cost so as to reach the not-to-exceed amount of the District cost-share, then Recipient shall provide any additional funding required to complete the Project.



ATTACHMENT B - INSURANCE REQUIREMENTS

Recipient shall acquire and maintain until completion of the Work the insurance coverage listed below, which shall be considered primary coverage, with any District insurance considered excess coverage. Recipient shall not commence the Work until it has provided Certificates of Insurance to the District documenting such coverage. The "St. Johns River Water Management District" shall be shown as an additional insured under all policies to the extent of the District's interests under this Agreement, except workers' compensation. The insurance certificate shall include an endorsement requiring ten (10) days prior written notice to the District before any change or cancellation is made effective. In addition, it shall have the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" stricken from the cancellation clause in the Certificate of Insurance. Any deductibles or self-insured retentions must be declared to and approved by the District. Recipient is responsible for any deductible or self-insured retention. Insurance is to be placed with insurers having an A.M. Best rating of A-:V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the value of new project construction.
- (b) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If an exemption from workers' compensation is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers' Compensation, shall be submitted to the District.
- (c) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, (4) broad form property damage, and (5) property damage resulting from explosion, collapse or underground (x, c, u) exposures. Extensions shall be added or exclusions deleted to provide the necessary coverage. "Claims made" coverage will be accepted only after verification that "occurrence" coverage is not available.
- (d) **Automobile Liability.** \$500,000 combined single limits per accident for bodily injury and property damage.
- (e) **Umbrella policy.** With limits of \$1,000,000.
- (f) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.



TRAVERSE GROUP, INC.

PO BOX 121754
CLERMONT, FL 34712

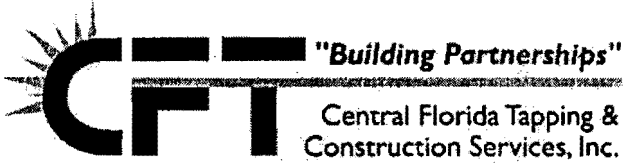
Estimate

Date	Estimate #
5/11/2012	2012 UI 12

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

Project
SR 434 SANLANDO UTILITIES

Description	Qty	Units	Rate	Total
SR 434 SANLANDO UTILITIES				
Mobilization	1	LS	27,500.00	27,500.00
Utility Pipe (remove and dispose 2.0ft - 4.9ft)	923	LF	49.50	45,688.50
Utility Pipe (remove and dispose 8.0ft-19.9ft)	170	LF	95.50	16,235.00
Utility Structure (below ground)	2	EA	7,000.00	14,000.00
Fire Hydrant (relocate)	1	EA	5,500.00	5,500.00
Utility Pipe (water / sewer 2.0ft - 4.9ft)	304	LF	191.00	58,064.00
Utility Pipe (water / sewer 5.0ft - 19.9ft)	24	LF	1,483.00	35,592.00
Utility Fittings (elbow 8.0ft - 19.9ft)	2	EA	5,500.00	11,000.00
Utility Fixtures (2.0ft - 4.0ft bo assem)	1	EA	2,000.00	2,000.00
Utility Fixtures (adjust and modify)	2	EA	2,200.00	4,400.00
Estimate Accepted By: _____			Total	\$219,979.50



P.O. Box 521279
Longwood, FL 32752-1279
Phone: 407-834-8271
Fax: 407-834-3859

CU C055705
CB C045652
CONT. V 13942900011997

May 14, 2012

Jay Morris, P.E.
CPH Engineers, Inc.

Re: **Sanlando Utilities, Inc.**
SR 434 Utility Relocate Project

Dear Mr. Morris,

We propose the following,

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Raymond Ave. Water	1	LS	\$ 71,125.00	\$ 71,125.00
2	Raymond Ave. Force Main	1	LS	\$ 41,095.00	\$ 41,095.00
3	Roxboro Road Water	1	LS	\$ 33,535.00	\$ 33,535.00
4	Slade Drive Water	1	LS	\$ 19,245.00	\$ 19,245.00
	Total				\$ 165,000.00

If you have any questions or comments please call.

Sincerely,

Rick Bullington

WEKIVA-APOPKA RECLAIMED INTERCONNECT BID TABULATION

	ITEM	Tri Sure Corp.	Southland	Traverse Group
1	Mobilization	\$ 250,000.00	\$ 257,229.00	\$ 135,000.00
2	Sand Lake Road	\$ 668,450.00	\$ 780,420.00	\$ 750,251.89
3	Line Drive	\$ 163,650.00	\$ 224,036.00	\$ 208,250.00
4	Border Lake Road	\$ 75,985.00	\$ 121,938.00	\$ 100,250.00
5	SR 436	\$ 206,500.00	\$ 259,380.00	\$ 209,525.00
6	Balmy Beach Drive	\$ 569,950.00	\$ 845,055.00	\$ 667,000.00
7	Neil Road	\$ 77,820.00	\$ 111,910.00	\$ 87,450.00
8	Greenacre Road	\$ 190,750.00	\$ 275,390.00	\$ 263,250.00
9	Piedmont Wekiva Road	\$ 311,200.00	\$ 284,590.00	\$ 307,750.00
10	Apopka Blvd	\$ 430,800.00	\$ 598,170.00	\$ 481,625.00
11	Cleveland Ave	\$ 397,900.00	\$ 413,982.00	\$ 492,250.00
12	WWTF Piping	\$ 199,300.00	\$ 247,900.00	\$ 191,000.00
13	plus 2% bond	\$ 70,846.10		
	TOTAL	\$ 3,613,151.10	\$ 4,420,000.00	\$ 3,893,601.89