

**GONZALEZ  
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HARLAN**

April 23, 2013

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**BY HAND DELIVERY**

Ms. Ann Cole, Commission Clerk  
Office of Commission Clerk  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shurnard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. **130089-GU**

Dear Ms. Cole:


Enclosed for filing on behalf of Florida City Gas and Miami-Dade County are an original and seven copies of the Joint Petition For Approval of the 2014 Natural Gas Transportation Service Agreement between Florida City Gas and Miami-Dade County, Through the Miami-Dade Water and Sewer Department ("Joint Petition").

Also enclosed on behalf of Florida City Gas are an original and seven copies of the Florida City Gas Request for Confidential Classification which should be filed in the same docket as the Joint Petition.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,



Floyd R. Self  
Counsel for Florida City Gas

cc: Elizabeth Wade, Esq.  
Henry Gillman, Esq.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition for Approval of the )  
2014 Natural Gas Transportation Service )  
Agreement Between Florida City Gas and )  
Miami-Dade County, Through the Miami- )  
Dade Water and Sewer Department )  
\_\_\_\_\_ )

Docket No.: 130089-GU  
Filed: April 23, 2013

RECEIVED-FPSC  
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JOINT PETITION FOR APPROVAL OF THE  
NATURAL GAS TRANSPORTATION SERVICE AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND  
FLORIDA CITY GAS

Florida City Gas (“FCG” or “Company”) and Miami-Dade County, Florida (the “County”) through the Miami-Dade County Water and Sewer Department (“MDWASD”) (collectively, FCG and MDWASD shall be referred to as the “Parties”), pursuant to Sections 366.04, 366.05, 366.06, and 366.093, Florida Statutes, and Rules 25-9.034, 25-22.006, and 25-22.036, Florida Administrative Code, hereby files with the Florida Public Service Commission (“PSC” or “Commission”) this Joint Petition For Approval of the 2014 Natural Gas Transportation Service Agreement (“2014 TSA”) between FCG and MDWASD (“Petition”). The attached 2014 TSA provides for rates, terms, and conditions of natural gas transportation service to MDWASD’s Alexander Orr (“Orr”) and Hialeah-Preston (“Hialeah”) water treatment plants pursuant to FCG’s Load Enhancement Service Rate Schedule (“LES tariff”), which sets forth the requirements for preconditions for negotiated contracts that are subject to this Commission’s prior approval. Since the proposed 2014 TSA meets each of the LES tariff requirements and is in the public interest, the Parties request that it be approved. In support of this Petition for approval the Parties state as follows:

## I. INTRODUCTION AND BACKGROUND

1. FCG is a public utility as defined by Section 366.02(1), Florida Statutes, and subject to this Commission's jurisdiction as a natural gas utility pursuant to Sections 366.04, 364.05, and 364.06, Florida Statutes. FCG's principal Florida office is located at 955 East 25 Street, Hialeah, Florida 33013.

2. MDWASD is a water and sewer utility operating in Miami-Dade County, Florida, serving over 2 million customers. MDWASD utilizes natural gas at its Orr and Hialeah plants to fuel its lime kilns that produce lime for the water treatment process. The natural gas is also used to power high service pumps that pump water through MDWASD's water distribution system.

3. Pleadings, orders, notices, and all other papers filed or served in this matter should be served upon the Parties as follows:

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4. FCG first began to provide natural gas transportation service to MDWASD's Orr plant in the mid-1980s, and the Hialeah plant in the early 1990s. Presently, FCG is providing natural gas transportation service to MDWASD's Orr and Hialeah plants pursuant to a 2011

Transportation Service Agreement (“2011 TSA”) that was approved by this Commission in Order No. PSC-12-0171-AS-GU, on April 2, 2012, in Docket No. 090539-GU. This 2011 TSA expires on December 31, 2013. There is no provision for an extension or continuation.

5. Contract rate transportation service is available to certain large volume customers, like MDWASD, subject to the terms and conditions in FCG’s LES tariff, which was also approved by this Commission in Order No. PSC-12-0171-AS-GU. The purpose of the LES tariff is to enable FCG to retain or obtain large commercial customers by specifically authorizing FCG to negotiate individual service agreements. The LES tariff includes the following preconditions to service:

- (a) The customer must be a commercial customer that currently receives service under contract or otherwise would take service pursuant to the Flexible Gas Service (“FGS”), Contract Demand Service (“KDS”), Transportation Supply Service (“TSS”), Off-System Sales Service (“OSS”), or GS-1250k rate schedules in FCG’s tariff.
- (b) The customer must have an alternative energy source or an economic natural gas bypass alternative, the availability of which shall be documented by the customer and verifiable by the Company.
- (c) FCG must demonstrate to the Commission that service under the proposed contract will not impose any additional costs on FCG’s other rate classes, including, at a minimum, that the rate shall not be set lower than the incremental cost of service plus some additional amount as a reasonable return on investment.
- (d) FCG is not compelled to offer service under contract, but if offered it shall

be pursuant to mutually agreeable terms and conditions.

- (e) The agreed upon contract must be approved by this Commission prior to its execution by the parties.
- (f) In developing rates for a contract under the LES tariff, FCG is required to evaluate competitive and overall economic market conditions.

6. Based upon MDWASD's request for a successor contract, and in consideration of the requirements of the LES tariff and the long standing relationship between MDWASD and FCG, the Parties have negotiated a new successor transportation service agreement which is now being submitted to this Commission for its approval so the Parties can proceed to execute and implement the new 2014 TSA in a timely manner prior to the January 1, 2014, effective date. The 2014 TSA is attached hereto at Exhibit A to this Petition.

## **II. THE 2014 TSA**

7. The presently effective 2011 TSA was negotiated within the context of a comprehensive settlement of a former dispute between the Parties that was litigated before this Commission. The 2011 TSA provided for unique terms and conditions that the Parties believed were a reasonable and appropriate set of rates, terms, and conditions for transportation service to MDWASD during the period of the dispute and going forward through the end of the year 2013. The 2014 TSA builds upon the experience of the Parties and also addresses certain concerns that were raised by the Commission and Staff in reviewing and approving the 2011 TSA as a settlement transportation agreement.

8. The 2014 TSA is based on the LES tariff, which provides clear and specific tariff authority for contractual rates, terms, and conditions such as have now been negotiated. The

Parties believe that the proposed service to MDWASD at its Orr and Hialeah plants under the 2014 TSA fully complies with the LES tariff for the following reasons:

- (a) MDWASD is a large commercial customer under contract. *See* Exhibit B attached to this Petition.
- (b) The volume of gas transported to the Orr and Hialeah plants qualifies for service under the GS-1250k tariff. *See* Exhibit B attached to this Petition.
- (c) There is a verifiable and documented bypass alternative for the Orr and Hialeah plants. *See* Exhibit C attached to this Petition.
- (d) Continuing to serve MDWASD at the Orr and Hialeah plants under the 2014 TSA will not adversely impact FCG's other customers. *See* Confidential Exhibit D attached to this Petition.
- (e) The rates in the 2014 TSA, at a minimum, recover FCG's incremental costs plus some additional amount as a reasonable return on investment. *See* Confidential Exhibit D attached to this Petition.
- (f) FCG has evaluated the competitive conditions and the other terms of the LES tariff regarding interruption and curtailment, and the 2014 TSA is consistent with FCG's service terms.

9. The 2014 TSA continues the plant specific volumetric rate structure first established in the 2011 TSA but with updated volumes and rates for each plant which over the life of the contract will provide for cost-based rates that recover the incremental costs of service plus some additional amount to recover some of FCG's common costs. As negotiated rates, FCG is requesting that as a part of this Commission's review and approval process that these plant specific volume tiers and the associated rates, along with the underlying cost support, be

kept confidential and exempt from public disclosure pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code.

10. This overall rate structure and schedule affords MDWASD with the opportunity to increase the volume of FCG's transportation services and receive a lower rate based upon the total volume delivered and the incremental cost applicable to MDWASD at each location. The specific analysis and support for these rates is included in Confidential Exhibit D to this Petition. As a water and sewer utility, MDWASD provides safe drinking water to over 2 million customers on a daily basis. MDWASD also treats an average of 320 million gallons of raw water every day at the Orr and Hialeah plants. Lime is used by MDWASD to soften the water as part of the water treatment process. MDWASD has kilns at the Orr and Hialeah treatment plants that utilize the natural gas transported by FCG in order to recycle calcium carbonate to produce the lime that is then used in the treatment process. Any lime not produced must be purchased and transported at a significantly higher cost than MDWASD's cost to produce lime. According to MDWASD, the cost of purchasing lime can be significantly more expensive than producing the lime on site in the natural gas power kilns. *See Exhibit E attached to this Petition.*

11. For over one year, the main kiln at the Orr plant has been off line as MDWASD has significantly, and at great cost, rebuilt the lime kiln there. *See Exhibit E attached to this Petition.* It is MDWASD's intent to burn more gas in order to produce more lime, thus reducing its purchased lime and reducing its costs. With the substantial investment that has recently been made at the Orr plant, MDWASD will have a greater and more reliable ability to produce more lime that should enable it to utilize natural gas more consistently and at levels in excess of historic highs. The new volumetric rate structure will facilitate MDWASD's overall cost of treatment to the ultimate benefit of MDWASD's water customers, many of whom are also FCG

customers. As for FCG, the lower natural gas transportation rate associated with the increased volumes of gas transported in the successive tiers reflects FCG's lower cost to provide its transportation service as the volumes increase while still recovering its costs plus some contribution to its common costs.

12. One new provision in the 2014 TSA is a guaranteed minimum volume of gas to be transported each year by FCG. This "take or pay" provision in Article V, Section 3, was an integral part of the overall negotiation and reflects MDWASD's commitment to continue to utilize the transportation services provided by FCG. These minimums are subject to an extraordinary suspension or "out" provision in the event service is interrupted for more than 90 days, such as has been the situation at Orr during its rebuild. The Parties believe that MDWASD can still meet the take or pay minimum volumes during service interruptions of 90 days or less, but the Parties recognize that an interruption in service greater than 90 days reflects a significant issue that merits a suspension of the take or pay minimum during such extended outage.

13. The proposed term of the 2014 TSA is for ten (10) years beginning January 1, 2014, which would be immediately after the expiration of the current 2011 TSA which expires on December 31, 2013. In order to provide rate stability for MDWASD's ratepayers while ensuring that the rates recover FCG's cost of service plus some additional increment, the 2014 TSA utilizes plant specific rate tiers for years one through four (i.e., years 2014-2017). Beginning in year 5 (2018), the plant specific rates for each rate tier are subject to an annual increase equal to the annual United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") as reported in January for the prior twelve (12) calendar months (i.e., January 1 to December 31). For any year that is subject to a price increase under the agreement (i.e., years 2018-2023), if the CPI-U for the prior year is equal to or less than zero,



then the transportation rates for each plant and each tier shall not be increased or decreased, rather the respective rates for each tier for each plant shall continue for that year unchanged from the rates of the prior year. FCG notes that for the last four calendar years (2009-2012), cumulative inflation has been 8.74%, and while past history is not always the best predictor of future inflation, FCG believes that adjusting the rates each year beginning in 2018 based upon the CPI-U will provide a meaningful mechanism for ensuring that FCG's rates continue to recover their cost plus an additional increment throughout the entire term of the agreement.<sup>1</sup>

14. The overall term of this Agreement also provides important economic development and conservation benefits to both Parties and their respective customers. The future growth and development of Miami-Dade County depends upon a sufficient and adequate supply of clean drinking water. Miami-Dade County has established a number of water conservation measures in order to help ensure the long term sustainability of its water supply. By entering into a ten year natural gas transportation contract with FCG, MDWASD has an important component of its water treatment costs set, thus helping to ensure the reliability of its water system. Moreover, the gas being transported by FCG is burned in kilns to recycle the calcium carbonate that is produced in the water treatment process. Through this recycling effort, the need and cost for sludge removal and disposal is reduced and lime is produced that is then used in the water treatment process. For FCG and its rate payers, the take or pay requirements of the contract provide reliable minimum revenue stream while the overall term of the agreement, when combined with the various systems improvements being made by MDWASD, especially at Orr,

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<sup>1</sup> This proposed rate structure and above cost rates ultimately inures to the benefit of FCG's ratepayers through the competitive rate adjustment rider authorized by the LES tariff by retaining this large industrial customer's load and recovering only the difference between the applicable Orr and Hialeah rates and the tariff rate that would otherwise apply for each plant.

ensure a long term commitment by MDWASD to continue to receive transportation service from FCG.

15. The Parties have updated several other provisions from the 2011 TSA in order to eliminate language that is unnecessary or to otherwise update the language to reflect the going forward nature of the business relationship of the Parties. A “track changes” version of the 2014 TSA to the 2011 TSA is attached hereto as Exhibit F.

16. The 2014 TSA has been negotiated in good faith by the MDWASD management, who has asked FCG to jointly proceed with the PSC approval process. However, for MDWASD, the 2014 TSA is ultimately subject to approval by the Board of County Commissioners for Miami-Dade County prior to its actual agreement and execution. Given the time requirements of that process, MDWASD may proceed with its county commission approval process in parallel with the PSC review and approval process. The Parties believe both the PSC and the Miami-Dade County Commission will work expeditiously so that the necessary reviews and approvals can be timely obtained prior to the expiration of the 2011 TSA, and the Parties commit that they shall work efficiently and effectively to facilitate the timely approval by the relevant authorities.

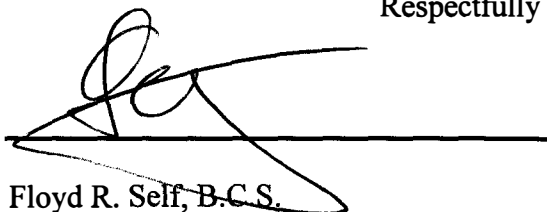
17. Pursuant to Rule 9.034, Florida Administrative Code, the Parties shall not execute the 2014 TSA until it is approved by this Commission, which the Parties request occur prior to the expiration of the 2011 TSA and with sufficient time for the Miami-Dade County Commission approval process prior to year end. Once executed, the 2014 TSA shall be filed with this Commission. In the event the PSC’s approval comes after December 31, 2013, the Parties request that the approval of the 2014 TSA be made retroactive to January 1, 2014, and to take such other action as is necessary to effectuate the approval of the 2014 TSA.

### III. CONCLUSION

18. The Parties believe that the 2014 TSA meets each and every requirement of the LES tariff, that the rates contained therein will not impose any additional costs on FCG's other rate classes, and that the agreement is in the public interest.

19. Wherefore, based upon the documentation and record established in this matter and pursuant to FCG's LES tariff and Rule 25-9.034(1), Florida Administrative Code, Florida City Gas and Miami-Dade County respectfully request that the Florida Public Commission approve the new 2014 Natural Gas Transportation Service Agreement between Florida City Gas and Miami-Dade County through the Miami-Dade Water and Sewer Department to be effective January 1, 2014, and grant such other relief as the Commission deems appropriate and just.

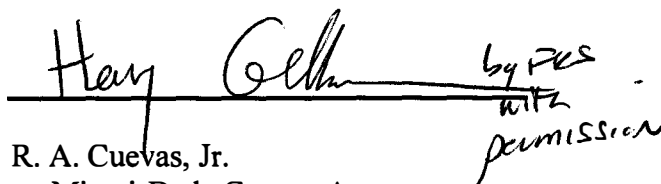
Respectfully submitted,



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by FCS  
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permission

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*Counsel for Miami-Dade County and  
Miami-Dade Water and Sewer  
Department*

Exhibit A:  
2014 TSA

(Redacted Version)

**NATURAL GAS TRANSPORTATION SERVICE AGREEMENT  
BETWEEN  
FLORIDA CITY GAS  
AND  
MIAMI-DADE COUNTY**

Account Nos. 211-0756225-011, 211-0756239-011,  
211-0754412-011

THIS AGREEMENT made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2013, by and between Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, a New Jersey corporation, hereinafter referred to as "Company", and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Customer" (collectively, with Company, the "Parties").

**WITNESSETH:**

WHEREAS, Company's Natural Gas Tariff ("Tariff") establishes transportation service to be provided pursuant to the Load Enhancement Service Rate Schedule having certain specific terms of applicability;

WHEREAS, Customer has requested that Company continue to render natural gas transportation service to Customer in accordance with the terms and conditions of this Agreement and Company has agreed to transport Customer's gas;

WHEREAS, Customer has a verifiable and documented bypass alternative;

WHEREAS, this Agreement is subject to the approval of the Florida Public Service Commission ("Commission") before the parties may execute this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, the Parties agree as follows:

## ARTICLE 1

### TERM OF AGREEMENT

1. Subject to all other provisions, conditions, and limitations hereof, this Agreement shall become effective as of billings rendered on or after January 1, 2014, upon the Commission's issuance of a final order making this Agreement effective (the "Effective Date") and the parties' execution pursuant to the terms herein. This Agreement shall continue in full force and effect through December 31, 2023, as set forth herein at which time the Agreement shall terminate (hereinafter, the "Term"). Upon written authorization by Customer, Company shall promptly file this Agreement and any related documentation with the Commission within ten (10) business days of such authorization in order to obtain the necessary Commission approvals. Company shall include Customer in any Commission filings or communications associated with the Commission's review and approval of this Agreement.

2. Company agrees, upon written request from Customer received by Company not less than one hundred eighty days (180) days prior to the termination date of this Agreement, to review the terms and conditions of the Agreement for the purpose of negotiating a successor agreement. Any successor agreement is contingent upon the Company and Customer mutually agreeing in writing to the terms and conditions for a successor term and the Commission approving such successor agreement. If this Agreement is not approved and made effective by the Commission subject to terms and conditions satisfactory to the Parties, this Agreement shall not become effective, and the parties will continue to negotiate a new agreement.

## ARTICLE II

### APPLICABILITY OF TARIFF

1. Based upon governing applicability provisions, the Parties hereby confirm that

Customer qualifies for the Load Enhancement Service Rate Schedule.

2. Except to the extent expressly modified by the terms of this Agreement, all service rendered by Company under this Agreement shall be provided pursuant to the terms and conditions of Company's Tariff, which is incorporated fully herein by reference, as filed with and approved by the Florida Public Service Commission from time to time.

3. The rates for transportation of natural gas to Customer's listed facilities shall be as set forth in Article VII of this Agreement.

### **ARTICLE III**

#### **POINTS OF RECEIPT AND DELIVERY**

1. Customer shall arrange for the delivery of all gas to be transported by Company hereunder to take place at those interconnections between Company and Florida Gas Transmission Company ("FGT") heretofore determined Point(s) of Receipt in Miami, Florida and Hialeah, Florida. All such gas received by Company shall be redelivered to Customer at those interconnections between the distribution system of Company and the facilities of Customer heretofore determined Point(s) of Delivery.

### **ARTICLE IV**

#### **OBLIGATIONS AND REPRESENTATIONS OF CUSTOMER**

1. Customer represents and Company acknowledges that it meets all qualifications for Load Enhancement Service.

2. Customer agrees to comply with all terms and conditions of this Agreement and the Company's Tariff, as approved by the Florida Public Service Commission, which terms and conditions are incorporated fully herein by reference and the applicable Rate Schedule as the

same may be amended or modified from time to time.

3. Customer warrants that it will, at the time of delivery of gas to Company for transportation hereunder, have good and merchantable title to the gas free and clear of all liens, encumbrances, and adverse claims. Customer agrees to provide Company with any documentation which may be requested in writing by Company to evidence Customer's title to the gas transported. Company reserves the right, without penalty or liability, to refuse transportation of any gas in the event Customer fails to provide such documentation upon Company's written request.

4. Customer warrants that all gas delivered to Company for transportation hereunder shall be of a merchantable quality and shall conform to the quality requirements set forth in the tariff of FGT as filed with and approved by the Federal Energy Regulatory Commission.

## ARTICLE V

### QUANTITY

1. Customer and Company agree that as of the Effective Date of this Agreement, the maximum annual contract quantity of gas ("MACQ") that Company is obligated to deliver to Customer under this Agreement in any contract year is:

Alexander Orr Water Treatment Plant (or "Orr" Plant)  
6800 S.W. 87th Avenue  
Miami, FL 33173  
Account # 211-0756225-011  
Account # 211-0756239-011  
4,200,000 therms

Hialeah Lime Recalcination Facility (or "Hialeah" Plant)  
700 W. 2nd Avenue  
Hialeah, FL 33010  
Account # 211-0754412-011  
3,300,000 therms



2. Company may, from time to time, make deliveries to Customer in excess of the above stated MACQs. However, if Customer desires to increase the MACQ for any facility, Customer will provide Company with a written request. Within ninety (90) days of the date of such request, Company shall provide Customer with proposed terms and conditions under which Company will be willing to increase MACQ. Such terms shall include, but not be limited to, Customer's willingness to pay, if necessary, an appropriate contribution to the cost of construction of additional facilities.

3. Customer hereby agrees to tender on a take or pay basis for transportation on Company's systems, during each annual period, a volume of gas equal to or greater than the minimum annual volume of [REDACTED] therms per year at the Orr plant (combining the volumes for the two meters), and [REDACTED] therms per year at the Hialeah plant. These take or pay minimums for each plant shall be temporarily suspended when Customer advises Company of a service outage at a specific plant of more than 90 days, and the take or pay minimums shall be adjusted accordingly for that plant on a pro rata basis for the period of such outage.

4. The maximum daily contract quantity of gas ("MDCQ") Customer may have delivered to Company at the Points of Receipt, in the aggregate, for transportation by Company hereunder shall be 24,500 therms. During the Term of this Agreement, Customer may increase the MDCQ and/or the maximum deliveries designated herein for each Point of Receipt only with the prior consent of Company, and only upon such prior notice as Company may require under the circumstances.

## ARTICLE VI

### PARAMETERS OF SERVICE

1. Company does not warrant that transportation service will be available hereunder at all times and under all conditions.

2. Upon the effective date of any legislative, regulatory, judicial, or other legal action that materially affects any material terms of this Agreement, or the ability of Company or Customer to perform any material terms of this Agreement (hereinafter, the "Regulatory Change"), Company or Customer may, on thirty (30) days' written notice to the other require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required only to address the Regulatory Change. Any such modified terms shall be submitted as an amendment to the Commission for approval prior to execution by the parties, and the amended provisions shall be substituted in place of those previously in effect and shall become effective under this Agreement as of the effective date of the Commission approval unless the parties agree or the Commission orders a different date. In the event a Regulatory Change amendment is not renegotiated within ninety (90) days after such notice, the dispute may be referred to the Commission by either Party for its resolution. This paragraph does not permit a party to unilaterally seek or otherwise petition the Commission for a change in rates. Notwithstanding any Regulatory Change or any increase in rates by the Commission for a large volume customer receiving service under the GS-1250k Rate Schedule or under the Load Enhancement Service Rate Schedule, the rates in Article VII of this Agreement shall not change during the term of this Agreement except for the amount of the CPI-U increases provided in Article VII of this Agreement.

**ARTICLE VII**  
**RATES AND CHARGES FOR SERVICE**

1. For the Term of this Agreement, Customer shall pay Company each month the following transportation charges for services rendered under this Agreement. The rates set forth below are subject to the tax and other adjustment terms of Company's Tariff, as applicable to the Customer.

2. The applicable natural gas transportation rates for service to Customer by Company for the period January 1, 2014, through December 31, 2017 under this Agreement shall be as follows (for purposes of this Agreement, the volumes delivered through the two meters at Orr shall be combined cumulatively for the purpose of determining the applicable monthly rate and total annual therms for Orr):

Plant	Orr		Hialeah	
	Volume	Rate	Volume	Rate
Tier 1	█ million therms* to less than █ million therms	\$ █	█ million therms* to less than █ million therms	\$ █
Tier 2	█ million therms to less than █ million therms	\$ █	█ million therms to less than █ million therms	\$ █
Tier 3	█ million therms and higher	\$ █	█ million therms and higher	\$ █

\* This is the take or pay minimum billable volume for this plant except as may be adjusted.

3. Annual Price Increase. Beginning January 1, 2018, and continuing through December 31 2023, the rate for natural gas transported to the Customer's Orr and Hialeah plants by Company shall be increased effective January 1 for each year by the annual United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") as

reported in January of each such year for the prior twelve (12) calendar months (i.e., January 1 to December 31). For any year subject to a price increase (2018-2023), if the CPI-U for the prior year is equal to or less than zero, the rate shall not be increased or decreased but shall continue for that year unchanged from the rate of the prior year.

4. For service beginning January 1, 2014, Customer will notify Company of its estimated transport volumes for Orr and Hialeah no later than ten (10) days prior to the beginning of each quarter. Company will bill Customer monthly based on the applicable rate for the estimated volumes at Orr and Hialeah provided by Customer.

5. Company will perform an annual true-up of Customer's monthly billings for Orr and Hialeah within forty-five (45) days following the conclusion of the calendar year so that Customer's final rate per therm matches the corresponding rate per therm at each plant respectively, based upon the total annual volumes at each plant, and which may require a refund to or a supplemental payment from Customer based upon actual volumes or failure to meet the take or pay minimum.

6. There shall be no additional charge over the rates specified in this Article for each therm transported to each facility in excess of MACQ as set forth in Article V in any contract year, provided that any transportation service in excess of the MACQ figures set forth above in any contract year do not require Company to construct additional facilities to provide such service to Customer. The terms and conditions with respect to any increase in the MACQ and construction of associated additional facilities are subject to the terms of Paragraph 2 of Article V of this Agreement.

**ARTICLE VIII**  
**MEASUREMENT**

1. Company agrees to install and maintain facilities necessary to deliver and accurately measure the gas to Customer at the Points of Delivery.

2. Quantities of gas delivered to Company's distribution system at the Points of Receipt for the account of Customer shall be measured by FGT. All charges billed to Customer hereunder shall be based on the measurements made at the Points of Delivery. Measurement shall include temperature-correcting devices installed and maintained by Company to ensure proper billing of gas, corrected to 60 degrees Fahrenheit, at no cost to Customer.

3. Customer may, with the prior written consent of Company, which shall not be unreasonably withheld, and at no cost to Company, install check-measuring devices at the Points of Delivery.

**ARTICLE IX**  
**FULL REQUIREMENTS**

1. It is understood and agreed that Company's rendering of gas transportation service under the terms and conditions of this Agreement is in consideration of Customer's agreement to utilize exclusively such services for all pipeline-transported natural gas consumed at Customer's facilities as listed in Article V herein, from the Effective Date hereof and during the Term of this Agreement and any renewals thereof. Accordingly, Customer agrees that Customer will not, for the Term of this Agreement, and any renewals thereof, displace any service provided under this Agreement with service from any third party. However, nothing herein shall prohibit Customer from extracting and consuming landfill gas at Customer's facilities.

## **ARTICLE X**

### **FACILITIES**

1. All facilities required to provide service under this Agreement shall be designed, constructed, installed, operated, maintained, and owned by Company.

## **ARTICLE XI**

### **NOMINATIONS AND NOTICE**

1. Customer, or its agent supplier, shall make all nominations of service (advice regarding the next month's anticipated consumption) on Company's system hereunder on the appropriate form provided by Company. Customer, or its agent, shall submit any new nomination for service a minimum of ten (10) working days prior to the commencement of the transportation service and shall submit a request for a change to an existing nomination a minimum of three (3) working days prior to the date the change is to become effective.

2. Customer or its agent, not Company, shall be responsible for making all transportation agreements and nominations to all third parties upstream of Company's Points of Receipt. Customer may use a broker for this purpose. If Customer utilizes a broker to make such transportation arrangements and nominations on the interstate system upstream of Company's system, Customer shall identify the broker initially and upon a change.

3. All nominations and adjustments to nominations shall be directed to:

Mr. Phil Buchanan  
Manager of Gas Operations  
AGL Resources  
10 Peachtree Place NE, Suite 800  
Atlanta, GA 30309  
Office: 404-584-4161  
Cell: 404-379-3929

Any service inquiries or correspondence regarding the administration of nominations shall be directed to:

Ms. Carolyn Bermudez  
Florida City Gas  
955 E. 25<sup>th</sup> Street  
Hialeah, FL 33013  
Office: (305) 835-3606  
Cell: 786-218-0861  
Fax: 305-691-7335

OR

Mr. Marc Seagrave  
Director New Business Development  
Florida City Gas-AGL Resources  
955 E. 25<sup>th</sup> Street  
Hialeah, FL 33013  
Office: 305-835-3651  
Fax: 305-691-7335

4. All payments shall be directed to:

Florida City Gas  
Location 1190  
P.O. Box 5720  
Atlanta, GA 31107-0720

5. To the extent any form of notice, other than notice related to nominations or administration of nominations, must be provided to either Party, notice should be sent to the following persons:

For Miami-Dade Water and Sewer Department:

Mr. Tom Segars, Superintendent  
Water Production Division  
P. O. Box 110006  
Hialeah, FL 33011  
Phone: (305) 520-4721  
Fax: (305) 889-0156

With a copy to:

Office of the County Attorney  
Stephen P. Clark Center  
111 Northwest First Street, Suite 2800  
Miami, Florida 33128-1993

For Florida City Gas:

Ms. Carolyn Bermudez  
Florida City Gas  
955 E. 25<sup>th</sup> Street  
Hialeah, FL 33013  
Cell: 786-218-0861  
Fax: 305-691-7335

With a copy to:

General Counsel  
AGL Resources  
Ten Peachtree Place  
Atlanta, GA 30309

## **ARTICLE XII**

### **FORCE MAJEURE**

1. Neither Company, nor Customer or its agents, shall be liable for damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God; strikes; lockouts; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of rules and people; civil disturbances; explosions; temporary failure of gas supply; temporary failure of firm transportation arrangements; the binding order of any court or governmental authority, which has been resisted in good faith by all reasonable legal means; acts of third parties; or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the



Party, and which by the exercise of due diligence such Party is unable to prevent or overcome.

2. Such cause or contingencies affecting the performance by Company, Third Party Supplier, or Customer, however, shall not relieve Company or Customer of liability in the event of its concurrent negligence, or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered. In any event, the liability of Customer for damages shall be limited as provided in Section 768.28, Florida Statutes.

### **ARTICLE XIII**

#### **MISCELLANEOUS**

1. The captions in this Agreement are for the convenience of the Parties in identification of the provisions hereof and shall not constitute a part of the Agreement, nor be considered interpretive thereof.

2. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties; provided, however, neither Party may make an assignment hereunder without having first obtained the prior written consent of the other Party. Such consent shall not be unreasonably withheld. If either Party does not provide such consent within sixty (60) days after receipt of the other Party's notification of assignment, failure to reply shall be deemed as consent. Any notification of assignment or consent to assignment shall be made by registered mail and provided to the individuals identified in Paragraph 5 of Article XI of this Agreement.

3. The interpretation and performance of this Agreement shall be governed by the

laws of the State of Florida. Venue for any civil action arising out of this Agreement shall be Miami-Dade County, Florida.

4. This Agreement shall be subject to all of the rules and regulations of any duly constituted federal or state regulatory authorities having jurisdiction hereof. Company and Customer shall comply at all times with applicable federal, state, municipal, and other laws, ordinances, and regulations.

5. This Agreement contains the entire understanding of the Parties with respect to the matters contained herein and may be modified only in writing duly executed by authorized representatives of the Parties.

6. UNLESS EXPRESSLY SET FORTH HEREIN OR IN THE TARIFF, EXCEPT FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMANCES SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS (INCLUDING, WITHOUT LIMITATION, COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TERMS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

7. After Commission approval, this Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

In witness whereof, MIAMI-DADE COUNTY and PIVOTAL UTILITY HOLDINGS, INC. D/B/A FLORIDA CITY GAS, by and through their duly authorized officers, have executed this Agreement as of the date first written above.

(SEAL)

PIVOTAL UTILITY HOLDINGS, INC.  
D/B/A FLORIDA CITY GAS

By: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

ATTEST:

MIAMI-DADE COUNTY, a political  
subdivision of the State of Florida

Harvey Ruvin

By its Board of County Commissioners

Clerk of the Board:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
COUNTY MAYOR

Approved as to form and  
Legal sufficiency.

By: \_\_\_\_\_  
Assistant County Attorney

**Exhibit B:  
MDWASD Historic  
Gas Transportation Volumes**

MDWASD Historic Gas Volumes Transported by FCG

	A	B	C	D	E
1					
2			211-0756225-011	211-0756239-011	211-0754412-011
3			ALEXANDER ORR JR WTR TRMT	ALEXANDER ORR WTR PLANT	MIAMI DADE WATER SEWER
4	Calendar Yr	Date	Therms	Therms	Therms
5	CY 2003	Jan-03	291,352	247	237,863
6	CY 2003	Feb-03	262,779	238	235,823
7	CY 2003	Mar-03	290,758	1,760	264,481
8	CY 2003	Apr-03	267,171	83,543	243,133
9	CY 2003	May-03	256,272	87,022	246,375
10	CY 2003	Jun-03	281,200	82,156	241,190
11	CY 2003	Jul-03	317,350	87,558	255,021
12	CY 2003	Aug-03	317,339	84,308	255,521
13	CY 2003	Sep-03	290,389	81,605	224,589
14	CY 2003	Oct-03	308,720	77,120	248,668
15	CY 2003	Nov-03	305,878	78,980	155,099
16	CY 2003	Dec-03	314,473	79,052	202,024
17	<b>CY 2003 Total</b>		<b>3,503,681</b>	<b>743,589</b>	<b>2,809,787</b>
18			<b>Orr Combined:</b>	<b>4,247,270</b>	
19					
20	CY 2004	Jan-04	223,277	78,656	168,953
21	CY 2004	Feb-04	110,050	71,358	125,837
22	CY 2004	Mar-04	333,552	79,197	159,221
23	CY 2004	Apr-04	316,626	76,026	140,914
24	CY 2004	May-04	315,251	76,780	139,341
25	CY 2004	Jun-04	312,241	77,969	147,456
26	CY 2004	Jul-04	327,201	80,506	141,612
27	CY 2004	Aug-04	352,452	77,368	192,822
28	CY 2004	Sep-04	335,399	76,748	159,779
29	CY 2004	Oct-04	273,085	78,271	173,939
30	CY 2004	Nov-04	172,892	76,569	165,317
31	CY 2004	Dec-04	345,753	76,827	182,678
32	<b>CY 2004 Total</b>		<b>3,417,779</b>	<b>926,275</b>	<b>1,897,869</b>
33			<b>Orr Combined:</b>	<b>4,344,054</b>	
34					
35	CY 2005	Jan-05	335,766	76,430	173,907
36	CY 2005	Feb-05	279,413	67,826	160,896
37	CY 2005	Mar-05	285,313	77,666	186,003
38	CY 2005	Apr-05	254,050	74,322	173,565
39	CY 2005	May-05	332,136	77,859	230,952
40	CY 2005	Jun-05	265,259	21,990	230,517
41	CY 2005	Jul-05	279,271	0	209,991
42	CY 2005	Aug-05	331,193	0	175,046
43	CY 2005	Sep-05	321,003	0	178,390
44	CY 2005	Oct-05	309,688	0	201,920
45	CY 2005	Nov-05	284,499	0	236,357
46	CY 2005	Dec-05	301,908	98	227,766
47	<b>CY 2005 Total</b>		<b>3,579,499</b>	<b>396,191</b>	<b>2,385,310</b>
48			<b>Orr Combined:</b>	<b>3,975,690</b>	
49					

MDWASD Historic Gas Volumes Transported by FCG

	A	B	C	D	E
1					
2			211-0756225-011	211-0756239-011	211-0754412-011
3			ALEXANDER ORR JR WTR TRMT	ALEXANDER ORR WTR PLANT	MIAMI DADE WATER SEWER
4	Calendar Yr	Date	Therms	Therms	Therms
50	CY 2006	Jan-06	319,208	1,683	235,553
51	CY 2006	Feb-06	301,142	1,215	223,380
52	CY 2006	Mar-06	315,348	6,100	260,134
53	CY 2006	Apr-06	315,044	26,707	247,938
54	CY 2006	May-06	321,675	53,047	239,593
55	CY 2006	Jun-06	320,882	35,749	238,910
56	CY 2006	Jul-06	318,180	34,529	235,411
57	CY 2006	Aug-06	300,171	69,637	234,886
58	CY 2006	Sep-06	279,156	44,061	229,215
59	CY 2006	Oct-06	295,802	45,293	236,641
60	CY 2006	Nov-06	309,668	40,953	235,041
61	CY 2006	Dec-06	319,503	41,819	237,820
62	<b>CY 2006 Total</b>		<b>3,715,778</b>	<b>400,794</b>	<b>2,854,523</b>
63			<b>Orr Combined:</b>	<b>4,116,572</b>	
64					
65	CY 2007	Jan-07	181,721	41,282	232,841
66	CY 2007	Feb-07	3,279	33,875	208,933
67	CY 2007	Mar-07	287,285	39,241	232,439
68	CY 2007	Apr-07	297,000	36,987	222,149
69	CY 2007	May-07	277,847	37,676	226,161
70	CY 2007	Jun-07	285,305	37,783	221,253
71	CY 2007	Jul-07	308,348	49,143	219,740
72	CY 2007	Aug-07	320,901	60,563	228,601
73	CY 2007	Sep-07	288,668	57,030	218,870
74	CY 2007	Oct-07	294,586	56,087	220,746
75	CY 2007	Nov-07	286,535	71,492	218,870
76	CY 2007	Dec-07	200,707	71,070	213,019
77	<b>CY 2007 Total</b>		<b>3,032,181</b>	<b>592,230</b>	<b>2,663,622</b>
78			<b>Orr Combined:</b>	<b>3,624,410</b>	
79					
80	CY 2008	Jan-08	264,131	79,406	214,385
81	CY 2008	Feb-08	271,405	42,469	192,870
82	CY 2008	Mar-08	273,754	39,522	203,320
83	CY 2008	Apr-08	274,108	33,878	181,944
84	CY 2008	May-08	273,886	38,755	194,501
85	CY 2008	Jun-08	260,009	40,268	199,645
86	CY 2008	Jul-08	265,724	23,059	200,743
87	CY 2008	Aug-08	110,453	26,615	208,783
88	CY 2008	Sep-08	230,765	19,018	214,356
89	CY 2008	Oct-08	213,629	28,874	219,412
90	CY 2008	Nov-08	270,804	31,128	72,224
91	CY 2008	Dec-08	248,187	31,084	0
92	<b>CY 2008 Total</b>		<b>2,956,854</b>	<b>434,076</b>	<b>2,102,182</b>
93			<b>Orr Combined:</b>	<b>3,390,930</b>	
94					

MDWASD Historic Gas Volumes Transported by FCG

Exhibit B

4/22/2013

Page 3 of 4

	A	B	C	D	E
1					
2			211-0756225-011	211-0756239-011	211-0754412-011
3			ALEXANDER ORR JR WTR TRMT	ALEXANDER ORR WTR PLANT	MIAMI DADE WATER SEWER
4	Calendar Yr	Date	Therms	Therms	Therms
95	CY 2009	Jan-09	247,866	33,855	0
96	CY 2009	Feb-09	225,577	24,819	0
97	CY 2009	Mar-09	259,748	26,390	36,590
98	CY 2009	Apr-09	245,014	17,194	190,544
99	CY 2009	May-09	107,305	22,334	222,521
100	CY 2009	Jun-09	230,942	20,028	167,434
101	CY 2009	Jul-09	138,505	25,922	203,554
102	CY 2009	Aug-09	0	32,198	222,752
103	CY 2009	Sep-09	0	13,091	208,729
104	CY 2009	Oct-09	222,181	25,014	206,761
105	CY 2009	Nov-09	208,513	21,921	193,726
106	CY 2009	Dec-09	237,437	23,097	201,181
107	<b>CY 2009 Total</b>		<b>2,123,086</b>	<b>285,863</b>	<b>1,853,791</b>
108			<b>Orr Combined:</b>	<b>2,408,949</b>	
109					
110	CY 2010	Jan-10	267,648	27,310	196,126
111	CY 2010	Feb-10	235,934	39,982	157,864
112	CY 2010	Mar-10	260,723	37,189	188,768
113	CY 2010	Apr-10	179,034	33,929	195,635
114	CY 2010	May-10	116,941	26,749	204,093
115	CY 2010	Jun-10	255,003	44,584	188,475
116	CY 2010	Jul-10	2,621	43,570	192,522
117	CY 2010	Aug-10	256,312	59,329	2,822
118	CY 2010	Sep-10	195,286	45,112	152,465
119	CY 2010	Oct-10	267,897	50,815	229,173
120	CY 2010	Nov-10	236,404	62,773	233,345
121	CY 2010	Dec-10	215,880	64,558	235,875
122	<b>CY 2010 Total</b>		<b>2,489,684</b>	<b>535,899</b>	<b>2,177,163</b>
123			<b>Orr Combined:</b>	<b>3,025,583</b>	
124					
125	CY 2011	Jan-11	216,644	56,894	198,975
126	CY 2011	Feb-11	198,638	51,534	145,977
127	CY 2011	Mar-11	144,135	26,451	138,743
128	CY 2011	Apr-11	154,781	25,483	190,877
129	CY 2011	May-11	218,634	44,826	200,365
130	CY 2011	Jun-11	193,163	47,789	210,305
131	CY 2011	Jul-11	199,228	49,859	224,967
132	CY 2011	Aug-11	55,377	60,149	234,594
133	CY 2011	Sep-11	3,282	59,945	219,542
134	CY 2011	Oct-11	194,915	67,528	191,948
135	CY 2011	Nov-11	234,514	49,217	230,186
136	CY 2011	Dec-11	33,054	63,657	234,870
137	<b>CY 2011 Total</b>		<b>1,846,364</b>	<b>603,332</b>	<b>2,421,348</b>
138			<b>Orr Combined:</b>	<b>2,449,696</b>	
139					

MDWASD Historic Gas Volumes Transported by FCG

	A	B	C	D	E
1					
2			211-0756225-011	211-0756239-011	211-0754412-011
3			ALEXANDER ORR JR WTR TRMT	ALEXANDER ORR WTR PLANT	MIAMI DADE WATER SEWER
4	<b>Calendar Yr</b>	<b>Date</b>	<b>Therms</b>	<b>Therms</b>	<b>Therms</b>
140	CY 2012	Jan-12	0	63,113	225,187
141	CY 2012	Feb-12	0	55,650	119,952
142	CY 2012	Mar-12	0	33,779	229,058
143	CY 2012	Apr-12	0	32,624	222,044
144	CY 2012	May-12	0	31,143	218,652
145	CY 2012	Jun-12	0	47,599	214,858
146	CY 2012	Jul-12	0	66,381	219,754
147	CY 2012	Aug-12	0	58,828	223,792
148	CY 2012	Sep-12	0	57,174	207,625
149	CY 2012	Oct-12	0	60,496	220,521
150	CY 2012	Nov-12	0	47,156	204,183
151	CY 2012	Dec-12	0	47,338	208,510
152	<b>CY 2012 Total</b>		<b>0</b>	<b>601,279</b>	<b>2,514,135</b>
153			<b>Orr Combined:</b>	<b>601,279</b>	
154					
155					
156	<b>Last 10 Year Average</b>		<b>2,666,491</b>	<b>551,953</b>	<b>2,367,973</b>
157			<b>Orr Combined:</b>	<b>3,218,443</b>	
158					
159	<b>Last 6 Year Average</b>		<b>2,074,695</b>	<b>508,780</b>	<b>2,288,707</b>
160			<b>Orr Combined:</b>	<b>2,583,474</b>	
161					
162	<b>Last 3 Year Average</b>		<b>1,445,349</b>	<b>580,170</b>	<b>2,370,882</b>
163			<b>Orr Combined:</b>	<b>2,025,519</b>	



Exhibit C:  
MDWASD Verifiable  
Bypass Documentation

Estimated Bypass Costs w/15 Year Amortization on Capital (Based Upon MDWASD Data)

Exhibit C  
4/22/2013  
Page 1 of 77  
Bypass Study

	A	B	C	D
1			Orr	Hialeah
2	<b>Capital Costs</b>			
3		FGT Tie In	\$ 427,000	\$ 427,000
4		Engineering Design		
5		Environmental Consultant & Contamination Disposal		
6		Mains	110,000	480,000
7		Valves & Fittings	200,000	175,000
8		Permitting		
9		SCADA Equipment		
10		Odorizer, Tank & Odorant		
11		Corrosion		
12		Asphalt Patching		
13		Sod		
14		Sand		
15		Sidewalk Replacement		
16		Labor	23,000	54,000
17		Contingency (15% of direct)		
18	<b>Total Capital Costs</b>		\$ 760,000	\$ 1,136,000
19				
20		Cost of Debt		
21	<b>Financing Costs</b>		\$ 183,726	\$ 274,622
22				
23	<b>Operating Costs</b>			
24	<b>One-Time Start Up Costs</b>			
25		Prepare Operations Planning Manual		
26		Prepare Emergency Plant Manual (site specific)		
27		Prepare DIMP Plan		
28		Initial Training & Setup of Operations		
29		Establish Public Awareness Program		
30	<b>Total One-Time Start Up Costs</b>		\$ -	\$ -

Estimated Bypass Costs w/15 Year Amortization on Capital (Based Upon MDWASD Data)

Exhibit C  
4/22/2013  
Page 2 of 77  
Bypass Study

	A	B	C	D
31				
32	Annual Expenses			
33		Participate in locate requests/one-call	\$ 270,000	\$ 450,000
34		Cathodic protection testing & documentation		
35		Updates to Operations Planning & Emergency Planning		
36		Leak Survey		
37		Maintenance of records per code		
38		Internal inspection & rebuild of pressure regulators & relief valves		
39		Inspect & lubricate manual valves		
40		Maintenance of Odorant Tank		
41		Maintain check measurement equipment		
42		Repair & maintain mains		
43		Repair & maintain regulator station		
44		Investigate leaks		
45		<b>Total Ongoing Expenses</b>	<b>\$ 270,000</b>	<b>\$ 450,000</b>
46				
47		Financing costs (see above)	\$ 183,726	\$ 274,622
48				
49		Depreciation Expense		
50				
51		<b>Total Ongoing Annual Expenses</b>	<b>\$ 453,726</b>	<b>\$ 724,622</b>
52				
53		<b>Total First Year Expense (Ongoing plus Start-Up)</b>	<b>\$ 1,213,726</b>	<b>\$ 1,860,622</b>
54				
55		Historic Average Annual Volume	52,035,000	40,918,665
56				
57		By Pass Cost Per Therm	<b>\$0.0233</b>	<b>\$0.0455</b>
58				





Over Flow

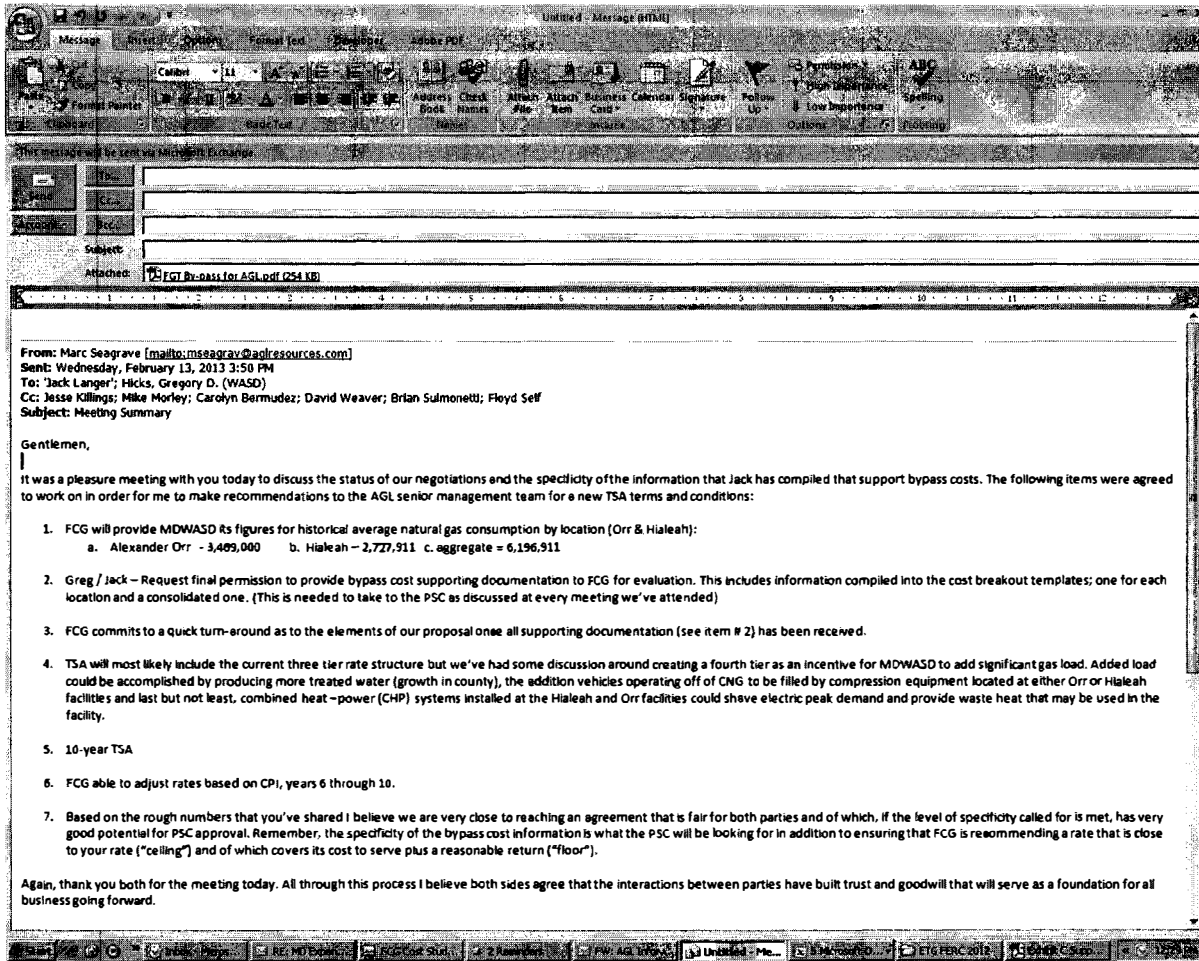
	Rates	Amount
<b>Capital Costs</b>		
FGT Tie In		427,000
Engineering Design		
Environmental Consultant & Contamination Disposal		
Mains		110,000 (P.D.I.)
Valves & Fittings <i>M/R STATION</i>		200,000 (DevTech)
Permitting		
SCADA Equipment		
Odorizer, Tank & Odorant		
Corrosion		
Asphalt Patching		
Sod		
Sand		
Sidewalk Replacement		
Labor		23,000
Contingency (15% of direct)		
<b>Total Capital Costs</b>		\$ 960,000
<b>Cost of Debt</b>	3.9%	14,250 (AV/yr.)
<b>Financing Costs</b>		\$ 213,750 (15 yr.)
<b>Operating Costs</b>		
<b>One-Time Start Up Costs</b>		
Prepare Operations Planning Manual		
Prepare Emergency Plant Manual (site specific)		
Prepare DIMP Plan		
Initial Training & Setup of Operations		
Establish Public Awareness Program		
<b>Total One-Time Start Up Costs</b>		\$ -
<b>Annual Expenses</b>		
Participate in locate requests/one-call		18,000 (all inc.)
Cathodic protection testing & documentation		
Updates to Operations Planning & Emergency Planning		
Leak Survey		
Maintenance of records per code		
Internal inspection & rebuild of pressure regulators & relief valves		
Inspect & lubricate manual valves		
Maintenance of Odorant Tank		
Maintain check measurement equipment		
Repair & maintain mains		
Repair & maintain regulator station		
Investigate leaks		
<b>Total Ongoing Expenses</b>		\$ 32,250
<b>Depreciation Expense</b>	5.00%	\$ -
<b>Total Ongoing Annual Expenses</b>		\$ -
<b>Total First Year Expense (Ongoing plus Start-Up)</b>		\$ -

2/19/13

*Hesleash*

	Rates	Amount
<b>Capital Costs</b>		
FGT Tie In		427,000
Engineering Design		
Environmental Consultant & Contamination Disposal		
Mains		480,000 (P.D.T.)
Valves & Fittings <i>M/R STATION</i>		175,000 (Doutach)
Permitting		
SCADA Equipment		
Odorizer, Tank & Odorant		
Corrosion		
Asphalt Patching		
Sod		
Sand		
Sidewalk Replacement		
Labor		24,000
Contingency (15% of direct)		
<b>Total Capital Costs</b>		\$ -
<b>Cost of Debt</b>	3%	14,250 (AV BOTH PLANTS/yr)
<b>Financing Costs</b>		\$ -
<b>Operating Costs</b>		
<b>One-Time Start Up Costs</b>		
Prepare Operations Planning Manual		
Prepare Emergency Plant Manual (site specific)		
Prepare DIMP Plan		
Initial Training & Setup of Operations		
Establish Public Awareness Program		
<b>Total One-Time Start Up Costs</b>		\$ -
<b>Annual Expenses</b>		
Participate in locate requests/one-call		30,000 (ALL INC.)
Cathodic protection testing & documentation		
Updates to Operations Planning & Emergency Planning		
Leak Survey		
Maintenance of records per code		
Internal Inspection & rebuild of pressure regulators & relief valves		
Inspect & lubricate manual valves		
Maintenance of Odorant Tank		
Maintain check measurement equipment		
Repair & maintain mains		
Repair & maintain regulator station		
Investigate leaks		
<b>Total Ongoing Expenses</b>		\$ 47,250
<b>Depreciation Expense</b>	5.00%	\$ -
<b>Total Ongoing Annual Expenses</b>		\$ -
<b>Total First Year Expense (Ongoing plus Start-Up)</b>		\$ -

2/19/13





**PDI****Pipeline Distribution, Inc.**2140 SW 53 Terrace  
Ft. Lauderdale, FL 33317  
Phone: 954-816-3164  
Fax: 954-689-7978  
Email: Pipelinesd@fwd.com**Price Request Proposal****To: Langer Energy consulting, Inc.****January 22<sup>th</sup>, 2013****From: David Insel, Pipeline Distribution, Inc****954-816-3164****Re: Bid Proposal for Miami Dade Water & Sewer Department****1. Hialeah Plant (700 W 2<sup>nd</sup> Ave, Hialeah, FL)****From south side of NW 36<sup>th</sup> St location to the Hialeah Plant.  
Approximately 12,000' of 4" steel gas main.****Lump Sum: \$618,400.00**

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**2. Hialeah Plant (700 W 2<sup>nd</sup> Ave, Hialeah, FL)****Starting at FGT compressor plant located at NW 72<sup>nd</sup> Ave & 68<sup>th</sup> St,  
Miami, FL going east on Dove Ave to North Poinciana Blvd crossing at W  
3<sup>rd</sup> Ave. Approximately 8,850' of 4" steel gas main****Lump Sum: \$480,200.00**

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**3. Alexander Orr Plant (6800 SW 87<sup>th</sup> Ave, Miami, FL)****Approximately 1,700' of 4" steel gas main on property.****Lump Sum: \$109,675.00**

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**Remarks:**

- Price above to include all materials to perform installation.
- Price does not include engineering or permitting.

**PDI**

**Pipeline Distribution, Inc.**

1140 SW 53 Terrace  
Miami, FL 33117  
Phone 954-816-3164  
Fax 954-499-7978  
Email [David.Insel@pdi.com](mailto:David.Insel@pdi.com)

**Price Request Proposal**

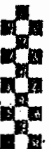
To: Langer Energy consulting, Inc.  
From: David Insel, Pipeline Distribution, Inc  
954-816-3164

February 4<sup>th</sup>, 2013

Re: Bid Proposal for Miami Dade Water & Sewer Department

**1. Hialeah Plant (700 W 2<sup>nd</sup> Ave, Hialeah, FL) Starting at FGT compressor plant located at NW 72<sup>nd</sup> Ave & 68<sup>th</sup> St, Miami, FL going east on Dove Ave to North Poinciana Blvd crossing at W 3<sup>rd</sup> Ave. Approximately 8,850' of 4" steel gas main.**

8" casing: 500' @ \$24.00 per ft.	\$ 12,000.00
4" steel pipe: 8,850' @ \$12.75 per ft.	\$112,837.50
F1 coating kit 1lb: 225 @ \$15.00	\$ 3,375.00
4" valves: 4 @ \$1,200	\$ 4,800.00
random fittings 90/45: 16 @ \$32.00	\$ 515.00
anodes 32lb: 8 @ \$62.00	\$ 496.00
<b>Water crossings/railroad</b>	
1. 8" 500' @ \$62.00 per ft	\$ 31,000.00
2. 4" 500' @ \$38.00 per ft	\$ 19,000.00
3. 4" 500' /wire locate @ \$135 per ft.	\$ 67,500.00
4. 4" 500' insertion into 8" @ \$18.00 per ft.	\$ 9,000.00
5. 4" 7,350' @ \$26.00 per ft.	\$191,100.00
Asphalt Restoration	\$ 18,203.00
Sod Restortation	\$ 7,375.00
MOT/Barricades	\$ 2,998.50
<b>Lump Sum</b>	<b>\$480,200.00</b>



**Jack Langer**

---

**From:** Charles Devlin [cdevlin@devtechsales.com]  
**Sent:** Wednesday, January 30, 2013 11:08 AM  
**To:** 'Jack Langer'  
**Cc:** jpheston@devtechsales.com  
**Subject:** RE: estimate for m/r stations

Mr. Langer,  
Good morning sir.

Due to the very limited application information we have at this time, I am very hesitant to put any pricing in writing. However for the purpose of what you need at this point and based on our considerable experience in providing skids for similar FGT projects, I can offer the following, which is basically what we've verbally discussed:

A typical low volume meter/regulator skid, fairly constant flow, going price would be in the \$175-\$200k price range

A typical medium volume meter/regulator skid, fairly constant flow, \$225-\$250k price range (most likely)

\*If there is a wide range in flow, (low and medium flow rates), FGT may require more than one meter to catch the entire flow range (as many as two or three meter runs), so you could be looking at an additional \$30 - \$60k per skid. Also keep in mind this pricing does not include any electrical work or site work. Typically we'll provide one or two j-boxes on the skid and either your contractor or FGT's contractor would handle the electrical work, conduit, wiring, etc. (tie in to FGT's electronics)\*\* Often times the customer will hire the same electrical contractor that FGT uses on their side (Precision Electrical in Lakeland, Jason is the contact). Our price does not include any site work such as offloading the skid, mounting it to a concrete pad, does not include the concrete pad, fencing, gravel, grounding of skid, etc.. Basically in our normal scope we would provide m&R skid design/engineering assistance, skid CAD drawings, the actual skid and all equipment contained within, 3-coat paint system, hydrotested and x-rayed, data books, on-site tubing up of regulators, instrument gas heaters (CATCOs) and differential panels, mounting of valve actuators, install of pressure gauges, start-up and training assistance.

Hopefully this pricing will be adequate for now, and that you can see there are many variables involved that can greatly affect the cost. In order to provide a more concise, formal quote we would need the following information, at minimum:

Flow rate info/flow profile, preferably in mcfh: low, average and max.

Inlet Pressure: min, average and max. (MAOP)

Outlet Set Pressure: Pressure the plant requires to operate

Inlet/outlet size (size we'll tie into to FGT feed and outlet size to the plant feed)

Will odorization be required? This would add approx. \$30-\$35k, not including the actual odorant, which could be another \$5-\$10k depending on the tank size required.

\*\*Will Miami Dade want their own electronics? Or would they plan to take a signal from FGT? If they want their own electronics you're looking at another \$10-\$15k. Customers will often sign an agreement to take an electronic signal from FGT's electronic flow computer (don't think there's much cost for that, if any).

Please also keep in mind we did not visit the Hialeah Plant, so I don't have any feel for what you may need there. Let me know if you need any further clarification.

Thanks,  
Charles  
devtech

ONE COMPANY | *Many Solutions***Revised August 23, 2011**

May 25, 2011

Mr. Eduardo Luis, PE  
Project Manager  
**Miami-Dade Water & Sewer Department**  
3575 South Lejeune Road  
Miami, FL 33233-0316

Re: **Miami-Dade Water and Sewer Department**  
**PSA No. 09HDRE002, Alexander Orr, Jr. Water Treatment Plant and South**  
**Miami-Dade Water Supply Systems (Project No. E08-WASD-03)**  
**Task Assignment No. 6 (Natural Gas By-pass Gate Station and**  
**Transmission Pipeline from the Florida Gas Transmission line)**

Dear Mr. Luis:

As promised during our recent meeting and in response to the current budgetary constraints, HDR Engineering, Inc. (HDR) has revised this proposal to assist the Miami-Dade Water and Sewer Department (MDWASD) with the performance of engineering design, regulatory permitting support, and limited construction services for two natural gas metering & pressure regulating stations, and respective natural gas transmission & distribution piping; as well as associated electrical power services and civil / structural features to service the Alexander Orr, Jr. WTP (Orr WTP). We are pleased to provide over \$ 32,600 in overall cost reductions as a result of the following considerations:

- Implementation of a 50% progress submittal that improve project deliverable schedules (in lieu of separate 70% and 90% submittals)
- Re-evaluation of project conditions and resource coordination
- Refinements of topographic survey needs and services

For the performance of this work, we are utilizing remote (out of state) engineering specialists with a team that includes NOVA Consultants, Inc. (NOVA) performing local engineering and regulatory permitting support with their subcontracted topographic surveyor, Avino & Associates, Inc. (AVINO).

The proposal attached provides the following information:

- Scope of Work description

HDR Engineering, Inc.

16450 New Barn Road  
Suite 304  
Miami Lakes, FL 33014-2189

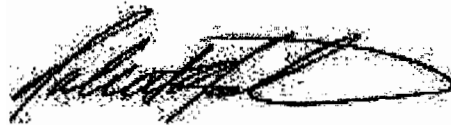
Phone: (305) 728-7400  
Fax: (305) 728-7447  
www.hdrinc.com

- Exhibits 1, 2 & 3 – Breakdown of staff hours and direct expenses
- Exhibit 4 – Topographic surveying proposal, dated August 8, 2011 (Revised)

We appreciate the opportunity to provide our proposal for these services and look forward to supporting MDWASD on this very important project. If you have any questions, please do not hesitate to contact me at 305.898.8051 or via email at [robert.regalado@hdrinc.com](mailto:robert.regalado@hdrinc.com). Thank you.

Sincerely,

**HDR ENGINEERING, INC.**



Robert Regalado  
South Florida Water Business Group Manager

Enclosures

cc: Ray Abreu (MDWASD) w/ encl.  
Rafael A. Terrero, PE, BCEE (MDWASD) w/ encl.  
Brian Trujillo, PE (MDWASD) w/ encl.

**Miami Dade Water and Sewer Department  
Alexander Orr, Jr. Water Treatment Plant  
E08-WASD-03**

**FOR**



**Task Authorization No. 6**

**Alexander Orr, Jr. WTP:**

**Natural Gas By-pass Gate Station and Transmission Pipeline  
(from the Florida Gas Transmission line)**

## **1.0 BACKGROUND**

The Miami-Dade Water and Sewer Department (MDWASD) has requested a Scope of Services from HDR Engineering, Inc. (HDR) to perform the engineering design services of a MDWASD owned and operated natural gas metering & pressure regulating station, and respective natural gas transmission & distribution piping; as well as associated electrical power services and civil / structural features.

Alexander Orr, Jr. Water Treatment Plant uses natural gas as a fuel source for its rotary dryer and engine driven pump operations. Currently, the MDWASD purchases natural gas from a third party provider, City Gas Company (CGC) though seeks to contract directly with Florida Gas Transmission Company, LLC (FGT) by installing a "bypass gate station" and corresponding natural gas (NG) distribution system to MDWASD's end users.

## **2.0 SCOPE OF SERVICES (DESIGN & PERMITTING)**

The objective of this project is to provide natural gas service to the MDWASD rotary dryers and engine driven pumps via a new Florida Gas Transmission (FGT) metering and pressure regulating station (M&R), or as referred to in the RFP, the "bypass gate station". Notably the FGT transmission line is reported to have a design pressure of 722 psig and an operating pressure of 400 psig, where the end users at the MDWASD facility operate with 30 psig at the rotary dryer and 50 psig at the engine driven pumps. The FGT high pressure transmission pipeline is located adjacent to the southern property boundary of the MDWASD facility.

The new M&R station will be located on MDWASD's property, owned and operated by MDWASD, and will generally consist of primary/secondary stage pressure regulators (722

psig to 80 psig, total reduction target), NG heating, FGT supplied NG meter, over pressure protection devices, 240v/120v electrical service feeder (pending availability), concrete slab foundations, fencing, protective bollards and other necessary appurtenances. The new M&R station and other necessary appurtenances will be designed per ASME B31.8 and/or 49 CFR Part 192 as applicable.

Natural Gas piping distribution from the new M&R station will be routed as described in the RFP to the engine driven pump and rotary dryer terminal point riser location and tie-ins to the existing 50 psig and 30 psig MDWASD regulating stations as described by the RFP. Overpressure protection and other necessary appurtenances will be provided. Design of the plant NG distribution piping will be in accordance with ASME B31.1, NFPA 54 and/or 49 CFR Part 192 as appropriate. A limited site topographical survey of the work area (i.e., pipeline corridor) will be subcontracted by HDR.

This scope of services will be executed through three phases and will have subsequent tasks for the design, regulatory permitting assistance, construction bidding, and construction support services. The subtasks for each of the proposed phases are listed below.

SUBTASKS		
Phase 1	1.0	Project Management Services
Phase 2	2.0	Design Work
	2.1	Preliminary Design Development
	2.2	30% Design Submittal
	2.3	50% Design Submittal
	2.4	Permit Package
	2.5	100% Design Submittal
	2.6	Contract and Bid Documents
	2.7	Permit Fees (N/A)
Phase 3	3.0	Limited Construction Support Services

**PHASE I**

**Task 1.0 Project Management**

- HDR shall manage its local resources, remote design team, as well as its subconsultant NOVA Consulting, Inc. (NOVA), in close coordination with MDWASD to effectively execute these professional services and satisfy the project’s objectives.

## PHASE 2

### Task 2.0 Design Work

#### Task 2.1 Preliminary Design Development

- Attend a one (1) day project kick off meeting on site. This meeting will be attended by the HDR project manager, representatives from NOVA, and the following remote HDR design team members: a mechanical engineer and electrical engineer. The objectives of this meeting are as follows:
  - Kick off meeting with the performance of interviews with MDWASD and FGT personnel, with meeting minutes to be subsequently provided by HDR.
  - Perform site investigation for M&R station placement, pipe routing and available electrical service location identification. Additionally, in the event that physical subsurface uncovering of selected areas are recommended, MDWASD shall self perform soft digs (in-lieu of subcontracted soft-dig and or GPR services) as needed and requested by HDR. Knowledgeable MDWASD staff shall be made available during the investigation. Preliminary determination of the M&R station site location, pipe and electrical service routing are an expected result to be utilized as a basis for Task 2.2 development.
  - Obtain pertinent MDWASD standards, specifications, commercial "front end" specifications (as needed), and other documents as necessary.
  - Performance of a Desktop Utility Survey. HDR will contact MDWASD to obtain all relevant information contained in their files, such as as-builts, drawings, records, etc, associated with the project elements included in this scope; as well as contact each of utility representatives and coordinate the collection of their as-built data.
  - Field Coordination with Utility Companies shall be performed to obtain utility survey information. HDR will open design/dig ticket with utilities present in the area, as applicable; and will coordinate utility markings in the field with utility representatives and coordinate with the surveyor so that utility markings are surveyed and shown in the survey drawings. It is anticipated that these tasks would give a complete utility survey.
  - If more in-depth existing utility investigation is deemed necessary, "soft dig" test holes identification and coordination will be performed. HDR, in coordination with MDWASD will review the utility survey results and determine locations to perform any necessary "soft dig" test holes, if needed.
  - Provide MDWASD with a map showing utilities within the project area, and adjacent to the right-of-way and easements in CAD file format.



- HDR will retain the services of a Professional Licensed Surveyor to perform a Full Route Topographic Survey that meets the MDWASD survey standards and include, but not be limited to four (4) signed and sealed hard copies and one electronic copy containing at least the following information: a) aboveground information (i.e., pavement, sidewalks, gutters, street lighting, power poles, driveway material); b) existing Underground Utilities within the project site Right of Way and Easements; c) existing Above Ground Utilities within the project site, d) Right of Way and Easements; and, e) Hard Copy and Electronic Copy (Four [4] certified copies).
- Provide a Full Route Topographic Survey via four (4) signed and sealed hard copies and one (1) electronic copy.
- Engineering and design of the electrical service supply to the new M&R station, as required by subsequent Tasks, is necessary; though the RFP does not provide adequate information to properly determine the extent of engineering required and to adequately estimate costs for this service. Preliminary development activities as required by this Task are included though engineering costs associated with the resultant design are excluded at this time.

**Task 2.2 - 30% Design Submittal**

- Identify all required regulatory permits.
- Upon completion of previous Task efforts, HDR will progress the preliminary design to an approximate 30% completion status.
- Issue 30% design drawing and specification package for MDWASD review and comment. Design development will be based on the result of a certified site survey defining the pipeline corridors (without right-of-way or property line) and receipt of MDWASD record drawings and respective MDWASD documentation provided.
- Develop and provide a Level 1 - Milestone Engineering Schedule. High level milestone schedule of the engineering process developed in MS Project Software.
- Develop and provide a Class 5 - Construction Cost Estimate (-20%/+50% target). High level construction cost estimate developed in MS Excel Software, based on the 30% design development, and anticipated construction means and methods.

**Task 2.3 - 50% Design Submittal**

- Receive, evaluate and incorporate Task 2.2 MDWASD comments.
- HDR will identify all required environmental permits and support MDWASD in completing the applications or modifications of these permits as necessary. The following is a preliminary list of potential environmental permits that may be required for construction of the proposed project: CSX Encroachment Permit, Construction General Permit (CGP)/ Building Permit, and Dewatering permit in case dewatering operations are required.

- As part of the regulatory permitting support services, HDR will update the above list by including any additional permit that might be required, and by adding information to serve as the basis of a permit log for follow-up of permit applications. In addition, HDR will obtain and fill all permit application forms for submittal, as well as compile permit application forms for regulatory permits. Pre-application meetings will be scheduled as required. All completed permit application packages for identified permits shall be submitted to MDWASD.
- Provide necessary engineering and design to progress the drawings and specifications to a 100% completion status.
- Improve Level 1 - Milestone Engineering Schedule. Improvements to include permitting application schedule and approvals expectations.
- Update to a Class 4 - Construction Cost Estimate (-15%/+30% target)
- Prepare draft Permit Applications for completion and submittal to agencies in conjunction with /preparation for Task 2.4
- Attendance at a 50% design submittal review meeting on site. This meeting will be attended by the HDR project manager, representatives from NOVA, and the following remote HDR design team members: a mechanical engineer and electrical engineer.

#### **Task 2.4 - Permit Package**

- Prepare Permit Packages:
  - Signed and Sealed 100% drawings and specifications in conjunction with / preparation for Task 2.5.
  - Produce required support information to for Permit request
- Incorporate revisions as requested by the Permitting Agencies. Regulatory permit support services are anticipated for the Miami-Dade Building Department construction approvals, as well as in the event that the Department of Health requires approvals relative to the proposed modifications to the high service pumping equipment and support services relative to the necessary updating / modification requirements for the FDEP Air Emissions Permit currently being developed and submitted by MDWASD.

#### **Task 2.5 – 100% Design Submittal (Final)**

- Incorporate all relevant comments and progress the 90% design documents to 100% final design completion. Final design submittal package shall be produced as described in the RFP
- Provide MDWASD with a complete regulatory permitting package.
- Provide final Level 1 - Milestone Construction Schedule
- Update and provide a final Class 3 - Construction Cost Estimate (-5%/+20% target)

**Task 2.6 - Contract and Bid Documents**

- Receive, evaluate and incorporate Task 2.3 MDWASD comments.
- Provide MDWASD with an updated regulatory permitting package.
- Develop a Bid Package complete with design drawings and specifications developed to the 90% completion status. Appropriate MDWASD commercial specifications and Appendix documents as identified by the RFP will be included, as applicable.

**Task 2.7 – Permit Fees**

Permitting fees shall be paid directly by MDWASD or others and are not included in this proposal.

**3.0 SCOPE OF SERVICES (CONSTRUCTION SUPPORT - PHASE 3)****Task 3.0 Limited Construction Support Services**

- Attend Pre-Bid Meeting. This meeting will be attended by the HDR project manager, representatives from NOVA, and the following remote HDR design team members: a mechanical engineer and electrical engineer.
- Attend Pre-Construction Meeting. This meeting will be attended by the HDR project manager, representatives from NOVA, and the following remote HDR design team members: a mechanical engineer.
- Respond to reasonable Requests for Information (RFI).
- Review shop drawings
- Plan revisions during construction
- Review and approve change order requests (as required)
- Perform full-time inspections during construction to document that the construction activities are being performed in accordance with the plans and specifications. As part of this task, a Florida Professional Engineer will perform two (2) site visits during construction to verify that the construction work meets the design intent.

**Subtask Deliverables**

HDR will provide the following deliverables in support of this project:

**Task 2.1 – Preliminary Design:**

- Topographic Survey Drawing (Performed by Subcontracted Surveyor) – Four (4) certified hard copies, one (1) electronic copy
- Site plan showing existing utilities identified through as-builts and field investigations.

**Task 2.2 - 30% Design Submittal:**

- Preliminary 30% Design Drawing and Specification Package - Eight (8) hard copies, one (1) electronic copy
- Level 1 - Milestone Engineering Schedule
- Class 5 - Construction Cost Estimate
- Permitting Matrix

**Task 2.3 - 50% Design Submittal:**

- 50% Design Drawing and Specification Package - Eight (8) hard copies, one (1) electronic copy
- Provide MDWASD with an updated regulatory permitting package.
- Updated permitting matrix and copies of permit application forms.
- Completed permit application forms for submittal to regulatory agencies.
- Level 1 - Milestone Construction Schedule
- Class 3 - Construction Cost Estimate

**Task 2.4 - Permit Package:**

- Preparation of Permit Package in conjunction with / preparation for Task 2.5 - 100% Design Drawing and Specifications - Eight (8) hard copies, one (1) electronic copy (Signed and Sealed)
- Provide MDWASD with an updated regulatory permitting package.

**Task 2.5 - 100% Full Design Submittal:**

- 100% Final Design Drawing and Specification Package
  - Mylar Paper 100% Construction Drawings
  - Approved 100% Construction Drawings (Four [4] Copies)
  - Master Specification Book (Original, not bounded)
  - Master Specification Book ( four [4] copies, bounded)
  - CD with 100% Construction Drawings
  - CD with Mater Specifications Book.
- Provide MDWASD with a final regulatory permitting package.
- Final Level 1 - Milestone Construction Schedule
- Final Class 3 - Construction Cost Estimate

**Task 2.6 - Contract and Bid Documents**

- Bid Package - 100% Design Drawing and Specifications - Eight (8) hard copies, one (1) electronic copy (Signed and Sealed)

**Task 2.7 - Permit Fees (N/A)**

Permitting fees shall be paid directly by MDWASD or others and are not included in this proposal.

**Task 3.0 - Limited Construction Support Services**

- Produce documentation as required for RFI's, shop drawing reviews, plan revisions, change order requests

**4.0 SCOPE OF SERVICES (NOT INCLUDED / WORK BY OTHERS):**

HDR's Scope of Services does not include:

- Engineering or design services related to identification, abatement, removal or remediation of asbestos, lead, mold or other hazardous materials.
- Work Association with the FGT Scope of Services including but not limited to:
  - FGT transmission piping hot tap
  - FGT meter selection and specification
  - Cathodic protection for FGT underground carbon steel piping
- Design for the relocation or improvement of existing utilities, features or objects requiring relocation or alteration are excluded.
- Improvements to site lighting new or those impacted by the design.
- Design of communications, logic, control wiring/remote interface with signaling or output devices.
- MOT-FDOT, municipalities, departments and or agencies MOT requirements and Traffic Control activities, design, coordination, applications or other related services.
- Task 1.0 Technical site review narrative
- Task 2.2 Geotechnical specification and subcontracting of services
- Task 2.7 Permitting fees and non technical services, HDR will provide drawing documents in support of MDWASD's efforts to obtain project permits
- Task 3.0 Record set development from contractor redlines, punch lists, bill payment approval and review requests; all other construction administrative services not identified.
- Landscaping architectural design.
- Meetings, presentations, permit solicitations, or other greater than as describer herein

- If required, Ground Penetrating Radar (GPR) and/or Soft-dig subsurface investigations are to be performed by others.
- Modifications to existing or review of contractor provided O&M manuals.
- Resident Engineering Services and Inspection Services.
- Post Construction Services

## **5.0 SCOPE OF SERVICES (MDWASD RESPONSIBILITIES)**

### **A. MDWASD will provide HDR with available information as follows:**

1. Record drawings of underground features and utilities in the vicinity of the intended natural gas pipeline routing.
2. Load Schedules indicating maximum loads for rail cars and any associated vehicles or machinery passing over the intended natural gas pipeline routing.
3. MDWASD will provide all other relevant information that is available and pertinent to the evaluation and design. Information will be provided through a combination of field markings to be collected by HDR and record drawings marked by MDWASD.
4. MDWASD will provide historical data associated with the rotary dryer and engine driven pump systems and other pertinent information.
5. System operational requirements through progress meeting discussions.
6. Existing reports, as-built drawings and other existing data necessary to design the project.
7. MDWASD shall be responsible for the performance of necessary soft-dig operations if deemed necessary (up to approximately 6 test holes). This filed activity is anticipated to be completed in one day.
8. All regulatory permits shall be paid by MDWASD.

### **B. MDWASD and its subconsultants will perform timely reviews of the plans and information being prepared by HDR.**

## **6.0 UNDERSTANDINGS / CLARIFICATIONS**

- MDWASD has provided both a design scope of work document ("Attachment B Orr Plant Project Scope") and a project scoping report ("Executive Summary for Alexander Orr Water Treatment Plant Natural Gas Conversion") developed by Langer Energy Consulting, Inc. (Langer) and clarifications via an HDR question log and subsequent emails that together comprise the MDWASD request for proposal (RFP). HDR's proposal for engineering services is based on this RFP.

- HDR's proposal assumes that FGT will design and install a 6" hot tap, isolation valve, underground high pressure piping distribution and pipe stub at the MDWASD property line (Custody Transfer Point) and also provide a mechanical revenue meter shipped loose, with any communications or powering of this meter by FGT. MDWASD cathodic protection interface at property line will not include considerations for FGT system or interfacing, since an isolating flange is expected at this interface. Design of the cathodic protection system for the FGT hot tap assembly is not provided by HDR. It is also assumed that the FGT gas has already been odorized.
- It is expected that MDWASD will provide relevant record drawings of existing buildings/foundations, as well as underground features and utilities that may impede the new NG piping routes, in lieu of performing a ground penetrating radar survey. It is also expected that MDWASD will provide relevant Load Schedules for rail and heavy machinery and vehicles that will pass through areas of the new NG piping routes. HDR is anticipating the majority of the natural gas pipeline will be directional drilled with minimal excavation and hand digging resulting in minimal disruption to surface features, existing foundations and grade elevations.
- This scope of services anticipates that the gas pipelines shall be installed within MDWASD property and not within SW 87<sup>th</sup> Avenue (or County R-O-W areas).
- MDWASD has indicated that available record drawings of underground features and utilities are reliable for use in design development of the NG pipe and electrical service routing. As such, HDR will not utilize Ground Penetrating Radar services as a part of this project. Therefore, MDWASD shall perform soft-dig exploratory verifications as necessary (up to six locations), with HDR providing coordination and record keeping to provide representative schematics of potential subsurface conflicts for consideration in design documents and budgetary estimations.
- Relative to the electrical service supply requirements to the M&R station, an expansion of HDR scope of service and associated fees will be provided in conjunction with the completion of Task 2.1 and full understanding of the electrical design services required.
- HDR's proposal provides limited construction support services during the project's construction phase. Engineering services required to support construction beyond levels budgeted for in accordance with the scope identified in Task 3.0 are not included..
- This proposal doesn't include the development of stormwater management plans or site remediation services, as well as legal fees or attendance in public meetings.

## 7.0 PROJECT SCHEDULE

HDR anticipates the overall project design schedule to range from 6 to 8 months and is dependant on FGT, MDWASD and other agencies directly or indirectly involved throughout the course of the project. Initial Task development of the milestone engineering schedules will best resolve this item, though it is expected that a mutually agreeable engineering schedule will result.

The following is a preliminary schedule of specific activities associated with this project:

▪ Task 1.0 completed	1 month
▪ Task 2.0 completed	4 - 5 months
▪ Task 3.0 completed	<u>1 - 2 months</u>
<i>Total</i>	<i>6 - 8 months</i>

It is understood that the primary manufacturer's production schedule of the equipment being proposed requires potentially in excess of 8 months in production time upon accepted shop drawing approvals during the construction phase to allow for the commencement of construction. Therefore, the above timeframes do not include these manufacturing timeframes and is based on the timelines for the delivery of task submittals without this consideration, as well as the potential impacts of unforeseen regulatory review and approval timeframes.

## 8.0 FEE SCHEDULE

HDR Engineering Inc. proposes to complete the Alexander Orr, Jr. Natural Gas By-Pass Gate Station and Transmission Pipeline for the Miami Dade Water and Sewer Department per the above services for a Lump Sum Fee in the amount of \$ 182,922.37. A detailed fee schedule is provided as Exhibits No. 1 through 4. HDR shall submit one invoice per month based on the percentage of completion method and supported by monthly written status reports. Additional work substantially beyond the work elements contained in this proposal will be negotiated as additional services. Invoices will be submitted as the work is completed or every thirty (30) days, and payment is due within thirty days of receipt of the invoice.



Agreement No. 09HDRE002

HDR Engineering, Inc.

Task Assignment No. 6 - Alexander Orr, Jr. Water Treatment Plant (WTP) Natural Gas By-pass Gate Station and Transmission Pipeline

Position	Labor Multiplier	Hourly Rate	Preliminary Design Development		30% Design Submittal		50% Design Submittal		100% Design Submittal		Regulatory Permitting Support		Limited Construction Support		Total Labor (Sum 3-6)	Raw Costs X 2	(7)	Multiplied Costs (1 x 8)	
			Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$					Hours
<b>HDR Engineering</b>		\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hours	\$	\$		
Principal	1.0	125.00	0	\$ -		\$ -		\$ -	1	\$ 125.00		\$ -		\$ -	1	\$ 125.00	\$ 125.00		
Project Manager	2.85	75.00	10	\$ 750.00	10	\$ 750.00	10	\$ 750.00	10	\$ 750.00	4	\$ 300.00	12	\$ 900.00	56	\$ 4,200.00	\$ 11,970.00		
Design Manager	2.85	70.00	32	\$ 2,240.00	32	\$ 2,240.00	30	\$ 2,100.00	30	\$ 2,100.00		\$ -		\$ -	124	\$ 8,680.00	\$ 24,738.00		
Senior Electrical Engineer	2.85	65.00	24	\$ 1,560.00	24	\$ 1,560.00	24	\$ 1,560.00	24	\$ 1,560.00		\$ -		\$ -	96	\$ 6,240.00	\$ 17,784.00		
Senior Mechanical Engineer	2.85	65.00	24	\$ 1,560.00	24	\$ 1,560.00	24	\$ 1,560.00	24	\$ 1,560.00		\$ -		\$ -	96	\$ 6,240.00	\$ 17,784.00		
Senior Structural Engineer	2.85	60.00	16	\$ 960.00	16	\$ 960.00	16	\$ 960.00	16	\$ 960.00		\$ -		\$ -	64	\$ 3,840.00	\$ 10,944.00		
Senior Civil Engineer	2.85	65.00	12	\$ 780.00	12	\$ 780.00	12	\$ 780.00	12	\$ 780.00		\$ -		\$ -	48	\$ 3,120.00	\$ 8,882.00		
Electrical CAD Technician	2.85	45.00	24	\$ 1,080.00	24	\$ 1,080.00	24	\$ 1,080.00	24	\$ 1,080.00		\$ -		\$ -	96	\$ 4,320.00	\$ 12,312.00		
Mechanical CAD Technician	2.85	45.00	24	\$ 1,080.00	24	\$ 1,080.00	24	\$ 1,080.00	24	\$ 1,080.00		\$ -		\$ -	96	\$ 4,320.00	\$ 12,312.00		
Structural CAD Technician	2.85	45.00	16	\$ 720.00	16	\$ 720.00	16	\$ 720.00	16	\$ 720.00		\$ -		\$ -	64	\$ 2,880.00	\$ 8,208.00		
Civil CAD Technician	2.85	45.00	12	\$ 540.00	12	\$ 540.00	12	\$ 540.00	8	\$ 360.00		\$ -		\$ -	44	\$ 1,980.00	\$ 5,643.00		
Administrative Assistant	2.85	25.00	16	\$ 400.00	24	\$ 600.00	24	\$ 600.00	24	\$ 600.00		\$ -		\$ -	88	\$ 2,200.00	\$ 6,270.00		
		0.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00	\$ 0.00		
			<b>Sub-totals</b>	<b>210</b>	<b>\$ 11,670.00</b>	<b>218</b>	<b>\$ 11,870.00</b>	<b>216</b>	<b>\$ 11,675.00</b>	<b>213</b>	<b>\$ 11,675.00</b>	<b>4</b>	<b>\$ 300.00</b>	<b>12</b>	<b>\$ 900.00</b>	<b>873</b>	<b>\$ 48,145.00</b>	<b>\$ 136,982.00</b>	
<b>Subconsultants</b>																			
NOVA Consultants, Inc.		0.00		\$ 29,731.20		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00	\$ 29,731.20		
Avino & Associates (via NOVA)		0.00		\$ 8,500.00		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00	\$ 8,500.00		
		0.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00	\$ 0.00		
		0.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00	\$ 0.00		
		0.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00	\$ 0.00		
		0.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00	\$ 0.00		
			<b>Sub-totals</b>	<b>\$ 38,231.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 900.00</b>	<b>\$ 900.00</b>	<b>0</b>	<b>\$ 39,131.20</b>	<b>\$ 39,131.20</b>		

HDR Total Labor \$136,982.00  
 Subconsultant Total Labor \$39,131.20  
 Other Direct Expenses \$6,353.00  
 Subtotal \$182,466.20  
 Inspector General (0.25%) \$458.17  
 TOTAL LUMP SUM (USE) \$182,924.37

August 5, 2011

Ms. Rachel Ferradaz, PE  
 Nova Consulting, Inc.  
 10486 N.W. 31<sup>st</sup> Terrace  
 Doral, Florida 33172-1215

1350 S.W. 57th AVENUE  
 SUITE 207  
 WEST MIAMI, FLORIDA 33144  
 TEL: 305.265.5030  
 FAX: 305.265.5033  
 E-MAIL: r.ferradaz@novac consulting.com

EB 0003098  
 LB 0005098



RE: FLORIDA GAS TRANSMISSION LINE WORK AREA  
 ALEXANDER ORR WATER TREATMENT  
 PLANT (AOWTP)

Dear Ms. Ferradaz:

Pursuant to your request regarding a fee estimate for surveying and mapping services for the above referenced project, our scope of work is based on the revised work area sketches, your e-mail, and the survey & mapping scope of work requirements emailed to us yesterday. The following proposal for same is hereby submitted for your consideration:

**SCOPE OF SERVICES:**

1. Research on available survey control monuments.
2. Collect & process existing horizontal and vertical control data information.
3. Set horizontal traverse points & temporary benchmarks and set control points.
4. Prepare topographic survey based on the revised work area sketches and the scope of work requirements provided to us. Said revised work area shall be within 30' of the existing sidewalk and edge of pavement towards the AOWTP and the area encompassing the Dryer Building which is adjacent to the railroad tracks.
5. Show all above ground visible improvements, physical structures, manholes, fire hydrants, street lighting, power poles, markers, valves, meter boxes, overhead cables, etc.

**TIME FRAME:**

- Fifteen (15) working days, weather permitting. We will endeavor to complete the survey before the aforementioned 15 working days and will send you progress sets so you can start your design, if you so desire.

**DELIVERABLES:**

- We shall provide the deliverables pursuant to your specifications and scope of work.

**QUALIFICATIONS:**

1. Rule of Law: All field and office effort in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17, Florida Administrative Code.
2. Requests for service not specifically enumerated in this proposal will be addressed via separate response if so required and will be billed at our current hourly rates.
3. All survey work shall be done in U.S. feet and Elevations in 1929 NGVD Datum and prepared using the State Plane Coordinate System – NAD83 Florida East.

**HOURLY FEE RATES FOR TIME CHARGE**

<u>Category</u>	<u>Hourly Fee Rates</u>
Principal	\$159.00
Project Manager	\$120.00
Surveyor	\$ 90.00
Survey Crew (Party of 2)	\$118.00
CADD Technician/Draftsperson	\$ 80.00
Clerical	\$ 50.00

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Ms. Rachel Ferradaz, PE  
August 5, 2011

**ESTIMATED FEE:**

Our estimated fee to perform the above mentioned services is a Lump Sum Fee not to exceed **EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00)**.

Avino & Associates, Inc. will invoice monthly based on percentage completion. It is understood that this agreement is between Avino & Associates, Inc. and the addressee and payment is not contingent on payment from a third party unless other written agreements or guarantees are agreed to by both parties and attached hereto. No waiver shall be construed as a modification or amendment to these payment terms unless expressly stated in writing by Avino & Associates, Inc. Should at any time during the project the Client find it necessary to discontinue the services described above, or if the parties mutually decide to terminate this contract, the Client will compensate Avino & Associates, Inc. on an hourly basis for the percentage of work completed plus reimbursable expenses. Lump Sum Fees are fixed for a period of two months from the date of this proposal. If the work has not been initiated within this two-month period, Avino & Associates, Inc. reserves the right to terminate or renegotiate this proposal. By acceptance of this proposal, the signing person represents and warrants to the Surveyor, that it is authorized to enter and accept the proposal on behalf of and bind **NOVA CONSULTING, INC.**

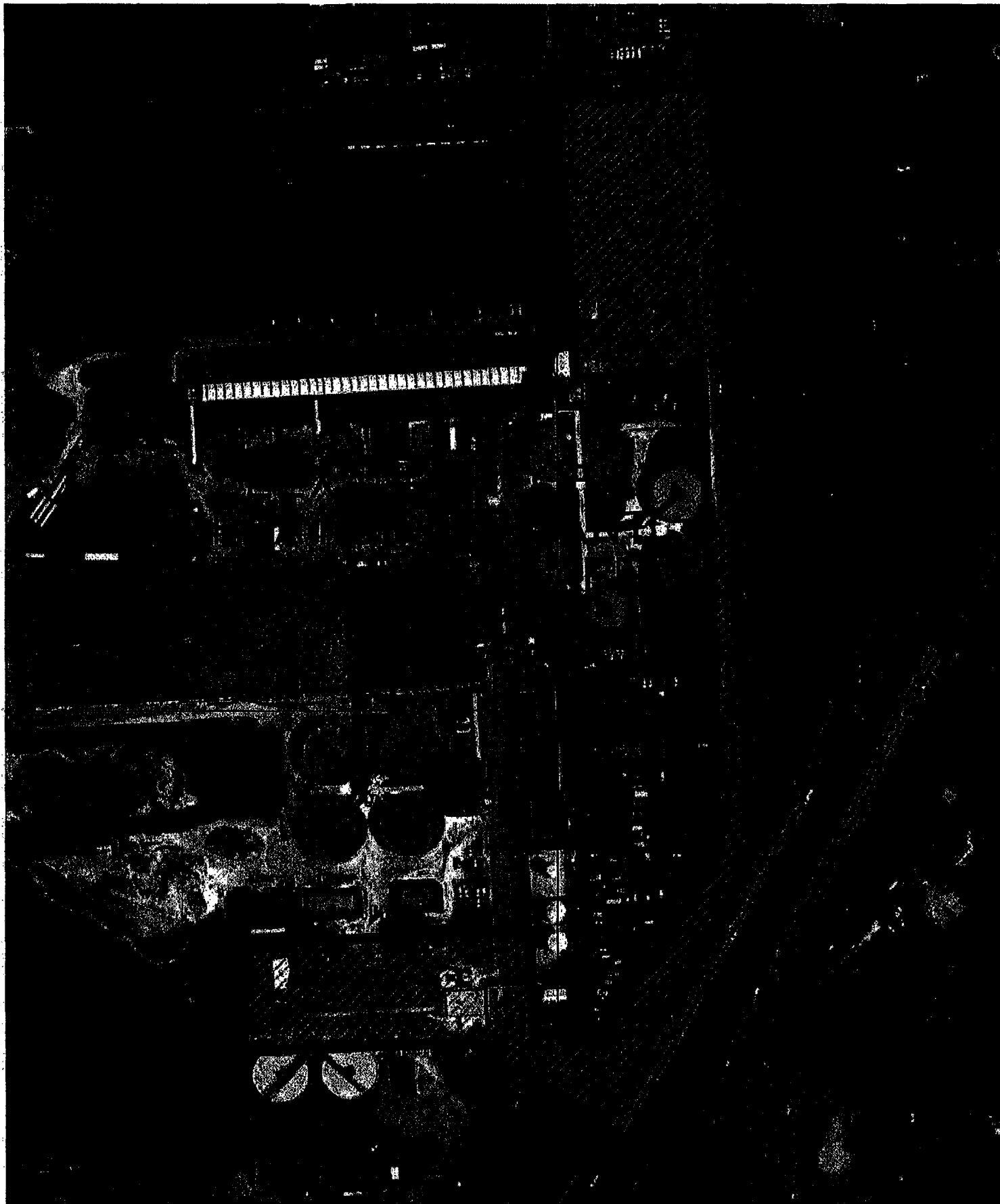
If acceptable, please sign and return one fully executed copy to our office. We are prepared to begin the services upon receipt of these items. We will consider the return of the signed original letter as our legal contract and Notice to Proceed. By signing below, I APPROVE AND ACCEPT this letter as a legal contract and have read and agree to the payment terms as set forth above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)  
  
\_\_\_\_\_  
(Typed or printed name) Title: \_\_\_\_\_

On behalf of Avino & Associates, Inc., I thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything we can do to be of service in this or any other matter, please do not hesitate to call me directly at (305) 265-5030.

Sincerely yours,

Jorge R. Aviló, PE, PSM  
President






Quote # CD-42213-01A  
  
Date 4/22/13  
  
Terms to be determined  
  
Prices FOB Tulsa, OK (note 3)  
  
Delivery \*see note 4 below  
  
Phone # 786-552-8049  
  
Fax # 786-552-8549  
  
Reference # Alexander Orr

Devtech Sales, Inc.  
24 South Lake Avenue  
Avon Park, FL 33825-3902  
[www.devtechsales.com](http://www.devtechsales.com)

local 863.453.5959  
800.366.9041  
fax 863.453.0492  
[info@devtechsales.com](mailto:info@devtechsales.com)

To: Mr. Gregory D. Hicks, CPPB  
Chief, Stores & Procurement  
Miami-Dade Water & Sewer  
Miami, FL 33173  
[greg@miamidade.gov](mailto:greg@miamidade.gov)

We are pleased to quote the following:

Item	Quantity	Description	Unit Price	Total
A	1	Prefabricated Natural Gas Meter/Regulator Station/Skid, by Sagebrush, including fabrication, single meter run, and redundant regulator runs, per Florida Gas Transmission specifications Reference: Alexander Orr Plant	\$250,000.00	\$250,000.00
B	1	Prefabricated Natural Gas Meter/Regulator Station/Skid, by Sagebrush, including fabrication, single meter run, and redundant regulator runs, per Florida Gas Transmission specifications Reference: Hialeah Plant	\$200,000.00	\$200,000.00
<p><u>Notes:</u></p> <p>1) These are basic budget prices provided without confirmation of specific pressures and flow rates for each application.</p> <p>2) Should a second meter run be required, price could increase by as much as \$30k to \$40k per skid</p> <p>3) Prices do not include freight =approx. \$6,000 each</p> <p>4) Delivery=12-14 weeks after receipt of approved drawings.</p>				
		Platinum Member		

Quoted By: *Charles Devlin* (Charles Devlin) / Accepted By:

Prices quoted above are current prices in effect and are subject to acceptance within 30 days from the above date, and are firm on an order resulting from this quote scheduled to ship within 60 days from date of order entry. All items quoted will be produced in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity Executive orders. Delivery schedules are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.

**Florida Gas Transmission Company, LLC**

An Energy Transfer/Kinder Morgan Affiliate

5051 Westheimer Road | Houston, Texas 77056 | (713) 989-7000

February 1, 2013

Mr. Gregory Hicks, CPPB, SPA 11  
Miami-Dade Water & Sewer Department  
3071 S. W. Ave.  
Miami, Florida 33146

Re: Construction, Operation, Maintenance, Ownership and Reimbursement Agreement ("Agreement") between Florida Gas Transmission Company, LLC ("FGT") and Miami-Dade Water and Sewer Department ("MDWSD") relating to FGT's installation of: a 4" tap valve, 75' of 4" connection piping and electronic flow measurement ("EFM"), and MDWSD Facilities to be installed contemporaneously, all to be Located on FGT's 18 inch Mainline at M.P. 917.7 in Dade County, Florida.

Dear Mr. Hicks:

Miami-Dade Water and Sewer Department ("MDWSD"), has requested that Florida Gas Transmission Company ("FGT") provide certain facilities. This construction, operation, maintenance, ownership and reimbursement agreement ("Agreement") sets forth the agreement of MDWSD and FGT with respect to the ownership, construction, operation, and reimbursement of the Reimbursement Facilities and, if designated herein, certain other facilities to be built by MDWSD. Attachment A sets forth the description of the facilities and incidentals that require reimbursement ("Reimbursement Facilities") and all of the estimated costs of the Reimbursement Facilities ("Estimated Costs") plus any applicable tax gross up (the total of which is the "Total Estimated Costs"). Attachment B sets forth a matrix of the respective responsibilities of MDWSD and FGT with respect to the purchase, construction, ownership, operation, and maintenance of specifically identified matters associated with the Reimbursement Facilities. MDWSD and FGT hereby agree as follows:

- 1) Absent events of *force majeure* or circumstances which make the project uneconomical for FGT, in FGT's sole opinion, and subject to receipt of any required approvals, FGT or its agent shall construct, operate, and own the Reimbursement Facilities listed in Attachment A.
- 2) FGT shall take the appropriate actions to obtain all permits, licenses, authorizations, waivers, approvals or certificates, whether required from public entities and agencies, or private individuals, necessary for the construction and operation of the Reimbursement Facilities ("Approvals"). MDWSD agrees to provide any information needed in preparation of any such applications and agrees to support FGT in its efforts to obtain any

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Miami-Dade Water & Sewer Department  
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necessary authorizations. Upon receipt of such Approvals, all in form and substance satisfactory to FGT and MDWSD, FGT shall commence construction and, absent events of force majeure or circumstances that make the project uneconomical for FGT, in FGT's sole discretion, shall pursue such construction to completion.

MDWSD shall reimburse FGT for all costs and expenses incurred, directly and indirectly, relating to construction of the Reimbursement Facilities, including, without limitation, costs of permits, materials, installation, surveying, inspection, x-ray, environmental studies, regulatory filings, attorneys' fees, and other expenses or overhead that may be required ("Actual Cost"). In addition, the parties agree that such reimbursement qualifies as a contribution in aid of construction ("CIAC") under §118(b) of the Internal Revenue Code (as amended by §824 of the Tax Reform Act of 1986). Pursuant to such tax provision, Customer agrees to reimburse, or "gross-up" the amount it pays to FGT for income taxes because of the CIAC income at a rate of 15.44%, based in part on the assumption as of the date of this Agreement that all work is completed on or before December 31, 2013. Subsequent changes in other relevant factors in effect as of the time of this Agreement, such as the discount rate and depreciation rates, will not cause a change in this effective gross-up rate or computation

- 3) Upon signing of the Reimbursement Agreement, MAWSD shall pay within fifteen (15) days, the attached Total Estimated Invoice detailed in Attachment C. The Estimated Total Cost of the Reimbursement Facilities is Four Hundred Twenty Seven Thousand Nine Hundred Nineteen Dollars and 00/100 (\$427,919.00) as detailed in Attachment A, attached hereto and incorporated herein. Unless otherwise mutually agreed, MDWSD shall submit such payment by wire transfer to:

Florida Gas Transmission Company  
Wells Fargo Bank NA  
ABA # [REDACTED]  
Account # [REDACTED]

- 4) Upon final completion of the Reimbursement Facilities ("FGT Completion"), FGT shall submit to MDWSD a final invoice ("Final Invoice") documenting, with reasonable commercial specificity customary in the natural gas pipeline industry, the actual cost. For purposes of this Agreement, FGT Completion shall be deemed to have occurred when all reports are submitted and all work orders associated with the Reimbursement Facilities are submitted and closed in accordance with FGT's ordinary business practices. NOTWITHSTANDING THE ESTIMATED COST, MDWSD AGREES TO PAY THE ACTUAL COST EVEN IF THE ACTUAL COST EXCEEDS THE ESTIMATED COST. If the Final Invoice evidences that additional monies are owed FGT, MDWSD shall pay FGT the amount identified on the Final Invoice, in accordance with the payment procedures set forth previously herein. If the Final Invoice evidences that a refund is due MDWSD, FGT shall tender such refund to MDWSD ("MDWSD Refund") within 45 days of the Final Invoice.

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- 5) Should MDWSD fail to pay all or any part of the amount of any invoice rendered by FGT, interest on any unpaid amounts shall accrue from the due date of such invoice, until the date of payment received by FGT. Such interest shall accrue at the lower of the effective prime rate charged by JP Morgan Chase NY, plus two percent, or the maximum allowable interest rate permitted by applicable law, calculated on a compounded monthly basis. Additionally, should MDWSD fail to pay all or any part of the amount of any invoice rendered by FGT, FGT may, at FGT's sole discretion, cancel service provided through such Reimbursement Facilities, and/or retain any gas received into FGT's system which is: owned by MDWSD, or any affiliate of MDWSD, or designated to be received or delivered through the Reimbursement Facilities; and/or abandon and remove the Reimbursement Facilities at MDWSD's sole cost, in addition to the exercise of any and all other remedies in law or equity.
- 6) MDWSD will reimburse FGT for all sales and use tax, or any other transaction or privilege tax, associated with the construction and operation of the Reimbursement Facility. MDWSD shall hold harmless and indemnify FGT for any taxes due upon items and services supplied by FGT during or after construction, and until MDWSD's service agreement under FGT's applicable rate schedule (or successor rate schedule) is terminated.
- 7) Notwithstanding any other provisions hereof, at no cost to FGT, MDWSD agrees to grant to FGT, or acquire for FGT, any and all rights-of-way, easements, and permits, in form and substance acceptable to FGT, that FGT, in its sole reasonable discretion, deems necessary for the installation, maintenance, operation, and removal of the Reimbursement Facilities and related appurtenances, including required work space for such installations, and generally, to facilitate the receipt and/or delivery of gas through the Reimbursement Facilities. For purposes of FGT's consent to form and substance, in advance of execution by any counterparty, MDWSD shall provide FGT copies of all agreements or documents evidencing such rights-of-way, easements, or permits.
- 8) Adequate documentation, in the form of invoices, work orders, and receipts for all costs associated with the Reimbursement Facilities, shall be available to MDWSD for inspection at FGT's office in Houston, Texas, upon reasonable prior notice during business hours; provided, however, that, if MDWSD does not submit a written claim for adjustment or correction within one (1) year following the date that construction of the Reimbursement Facilities was completed, work orders, receipts, and payments shall be deemed final and conclusively correct for all purposes hereof.
- 9) In the event MDWSD chooses to build any facilities in conjunction with the Reimbursement Facilities ("MDWSD Construction"), prior to site selection or acquisition, or material acquisition or construction by MDWSD, MDWSD shall provide FGT with all proposed site selection matters, including any evaluative environmental



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documents, drawings, schedules, designs, material lists, quality specifications, and any other documentation evidencing matters associated with the proposed MDWSD Construction ("MDWSD Construction Documents"). Before MDWSD finalizes any of the matters associated with MDWSD Construction, including the MDWSD Construction Documents, FGT and MDWSD shall mutually review and agree in writing upon the MDWSD Construction Documents. MDWSD agrees that FGT shall have the right to have an inspector present at locations and times that FGT deems appropriate in association with the MDWSD Construction ("FGT Construction Inspector"). MDWSD further agrees to reimburse FGT for the cost of such FGT Construction Inspector at the rate of \$850.00 per day. MDWSD will notify FGT at least ten days in advance of beginning the MDWSD Construction, so that FGT can arrange for a FGT Construction Inspector. The cost of FGT's Construction Inspector is separate from, and in addition to, the cost of the Reimbursement Facilities, and shall be invoiced and paid separately and in addition to, the cost of the Reimbursement Facilities. MDWSD shall notify FGT in writing of MDWSD's completion of the MDWSD Construction ("MDWSD Completion Notice") within ten (10) days of such completion. FGT shall invoice MDWSD for the MDWSD Construction Inspector costs within ten (10) days of receipt of MDWSD Completion Notice. MDWSD shall pay said invoice within ten (10) days from receipt thereof, using the wire transfer payment procedure set forth hereinabove.

- a) Subject to any necessary regulatory approvals being obtained, MDWSD will construct the meter station, regulators, and all piping and fencing at the gate station. MDWSD will own, operate, and maintain in good operating condition and repair, including, without limitation: ordinary upkeep, replacement, and repairs (whether ordinary or extraordinary in nature, damage by casualty expressly not excluded) all facilities within the fencing of the meter station ("MDWSD Facilities"), excluding the primary metering equipment, which shall be operated by FGT, also excluding FGT's EFM equipment, which shall be owned, operated by FGT under the Gas Meter Services Agreement. The "primary metering equipment" shall be defined as the piping and appurtenances from the line valve immediately upstream of the meter to the line valve immediately downstream of the meter, and the valve(s), actuator, pipe and fittings installed for the purpose of automatically bypassing the meter. FGT's EFM equipment shall include related pressure/temperature sensing equipment and all wiring, conduit, etc., connecting the EFM to the metering equipment. MDWSD Construction shall be completed, and MDWSD Facilities will be constructed and operated, in accordance with the design and specifications mutually agreed upon in writing by MDWSD and FGT, including all required reporting and other documentation associated therewith ("Specifications"). FGT shall have the right to inspect the MDWSD Facilities, both during and after construction, including any future revisions thereof, and reject any MDWSD Facilities or MDWSD Construction not

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meeting the Specifications, the codes of the United States Department of Transportation (and particularly, the rules of the Office of Pipeline Safety), the American Gas Association standards, all applicable state requirements, and FGT's FERC Gas Tariff requirements.

- b) MDWSD shall comply with all Federal, State, and local environmental laws and regulations and, upon request, shall provide copies of all required permits applicable to the design, construction, ownership, and operation of the MDWSD Owned Facilities.
  - c) MDWSD agrees to design, install, and operate its equipment and facilities, including without limitation, compressors, heaters, separators, and regulators, as needed to protect its facilities constructed in conjunction with the Reimbursement Facilities, and to operate such equipment and facilities safely at FGT's line pressure.
  - d) MDWSD agrees to design and operate its facilities to safely operate at a pressure not to exceed 722 psig. MDWSD will install all equipment needed to protect its facilities downstream of the Reimbursement Facilities.
  - e) Prior to the in-service date of the MDWSD Facilities, MDWSD will provide FGT with a Completion Package ("Completion Package") including as-built drawings, pipe mill tests, hydrostatic test reports, calibration certificates, welding and X-ray procedures, certifications and weld and map of MDWSD Facilities.
- 10) Unless otherwise provided herein, neither FGT nor MDWSD shall have any obligation to provide compression, or to alter its system, to effectuate delivery through the custody transfer point to provide service to the receiving party. Subject to applicable laws and regulations, FGT will deliver gas to MDWSD at FGT's line pressure.
- a) In the event the flow volumes fall below the minimum or exceed the maximum measurement design capability of MDWSD's measurement station, FGT retains the right to require MDWSD, at MDWSD's expense, to install the necessary equipment (or to require MDWSD to reimburse FGT for installing the necessary equipment) to perform more accurate custody transfer measurement.

MDWSD agrees to provide, at no cost to FGT, requested electric service and telephone service, as necessary for the construction of the Reimbursement Facilities. MDWSD also agrees to provide, at no cost to FGT, requested electric service, telephone service and housing, if needed, for FGT to install Electronic Flow Measurement ("EFM") equipment. Because electric and telephone service are critical to the recording and transmission of flow

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measurement data, MDWSD is required to have both services in place and operable prior to the flow of gas.

- 11) The accuracy of the measuring equipment shall be verified by FGT at intervals specified in FGT's standard operating procedures for meter testing and inspection and consistent with FGT's FERC Gas Tariff, as applicable; provided however, FGT shall not be required to verify the accuracy of such equipment more frequently than once in any thirty-day (30) period. Upon request, FGT will notify MDWSD prior to testing activities and MDWSD may witness such testing. FGT shall provide MDWSD a copy of all test results. In the event either FGT or MDWSD notifies the other of its desires for a special test of any measuring equipment, FGT and MDWSD, at the MDWSDs expense shall cooperate to secure a prompt verification of the accuracy of such equipment.
- 12) In the event MDWSD determines to abandon facilities connected to FGT's Reimbursement Facilities or to abandon usage of facilities such that FGT's Reimbursement Facilities effectively will be abandoned, MDWSD shall give FGT sufficient advance notice to allow FGT to timely remove its Reimbursement Facilities in accordance with the requirements of any easements and any governmental bodies and to take any other necessary actions. In addition, within 15 days of receipt of an invoice from FGT, MDWSD will make payment of the stated amount for reimbursement of the cost of removal of the FGT Reimbursement Facilities.
- 13) Where MDWSD owns meter facilities, MDWSD shall execute FGT's Gas Meter Services Agreement.
- 14) MDWSD SHALL INDEMNIFY AND HOLD FGT HARMLESS FROM ALL LIABILITIES, LOSSES, CLAIMS, EXPENSES, SUITS, ACTIONS, COSTS, AND DAMAGES, INCLUDING ENVIRONMENTAL LIABILITY, (AND INCLUDING ATTORNEYS' FEES, EXPENSES, AND COURT COSTS) ON ANY ACTIONS INCLUDING INJURY TO AND DEATH OF PERSONS, ARISING FROM ANY ACT, IN CONNECTION WITH THIS AGREEMENT AND ANY APPLICABLE GAS METER SERVICES, PROVIDED, HOWEVER, THAT MDWSD SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF FGT.
- 15) FGT SHALL INDEMNIFY AND HOLD MDWSD HARMLESS FROM ALL LIABILITIES, LOSSES, CLAIMS, EXPENSES, SUITS, ACTIONS, COSTS, AND DAMAGES, INCLUDING ENVIRONMENTAL LIABILITY, (AND INCLUDING ATTORNEYS' FEES, EXPENSES, AND COURT COSTS) ON ANY ACTIONS INCLUDING INJURY TO AND DEATH OF PERSONS, ARISING FROM ANY ACT, IN CONNECTION WITH THIS AGREEMENT AND ANY APPLICABLE GAS METER SERVICES, PROVIDED, HOWEVER, THAT FGT SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF MDWSD.

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- 16) MDWSD REPRESENTS TO FGT THAT IT HAS ADVISED FGT OF ANY AND ALL THREATENED, PENDING OR SETTLED COURT OR AGENCY LITIGATION, REGULATORY OR ADMINISTRATIVE PROCEEDINGS, ENVIRONMENTAL, HEALTH, OR SAFETY CONCERNS RELATED, DIRECTLY OR INDIRECTLY, TO THE OBLIGATIONS OF MDWSD AND FGT HEREUNDER.
- 17) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF PRODUCTION, OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, UNLESS SUCH DAMAGES ARE THOSE OF THIRD PARTIES FOR WHICH INDEMNITY WILL BE DETERMINED IN ACCORDANCE WITH THE TERMS OF THIS SECTION. ANY DAMAGES RESULTING FROM A BREACH OF THIS AGREEMENT BY EITHER PARTY SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY THE PARTY CLAIMING DAMAGES.
- 18) EACH PARTY IS REQUIRED TO MAINTAIN INSURANCE OR A SELF-INSURANCE PROGRAM TO THE EXTENT AND IN THE MANNER NORMAL FOR COMPANIES OF LIKE SIZE, TYPE, AND FINANCIAL CONDITION. EACH PARTY SHALL USE ITS COMMERCIALY REASONABLE EFFORTS TO REQUIRE ALL OF ITS CONTRACTORS AND SUBCONTRACTORS PERFORMING ANY WORK ON THEIR FACILITIES TO CARRY AND MAINTAIN IN FORCE AND EFFECT INSURANCE OF THE TYPE AND IN THE AMOUNTS THAT EACH PARTY NORMALLY REQUIRES OF ITS CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK ON SIMILAR FACILITIES.
- 19) EXCEPT AS OTHERWISE EXPRESSLY LIMITED OR STATED HEREIN, IT IS THE INTENTION OF THE PARTIES THAT ALL INDEMNITY OBLIGATIONS, AND/OR CONTRIBUTIONS, AND/OR LIABILITIES, AND/OR RESPONSIBILITIES ASSUMED BY THE PARTIES HEREUNDER BE WITHOUT MONETARY LIMIT AND SHALL NOT BE LIMITED BY ANY AMOUNTS OF INSURANCE CARRIED OR REQUIRED HEREIN, AND BE WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING PREEXISTING CONDITIONS OR ANY OTHER TYPE OF STRICT LIABILITY.
- 20) THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS

Mr. Gregory Hicks  
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COUNTY, TEXAS OR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION.

- 21) In the event FGT is required to provide contract demand reduction option rights to a customer of FGT as a result of an order from the Federal Energy Regulatory Commission ("FERC") authorizing the construction of the Reimbursement Facilities, or is otherwise negatively impacted in such order, MDWSD agrees to execute a firm transportation agreement (for service under the applicable rate schedule), effective on the effective date of the reduction of contract demand by such customer, containing a Maximum Daily Transportation Quantity ("MDTQ") equivalent to the MDTQ reduced by FGT's customer. The term shall be for a primary term equal to the term remaining on such customer's service agreement on the effective date of such reduction, plus an additional term of such reducing customer's service agreement ("Secondary Term"); provided, however, if the Secondary Term contains the Right of First Refusal, MDWSD may elect to replace such Secondary Term with the 10-year Rollover Option contained in Section 20 of FGT's Gas Tariff.
- 22) This Agreement and the Attachments hereto, and the Gas Meter Services Agreement contain the entire agreement between the Parties and there are no representations, understandings or agreements, oral or written, between the Parties, which are not included herein.

If this Agreement correctly states our understanding, please indicate your concurrence by signing in the space provided below on both originals and returning one fully executed original to the undersigned.

Sincerely,

*Jack D. Boatman*  
 Jack D. Boatman *Dr*  
 Vice President, Marketing

**AGREED TO AND ACCEPTED THIS**  
 \_\_\_ DAY OF \_\_\_\_\_, 2013

**Miami-Dade Water and Sewer Department**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments: A, B, and C

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### ATTACHMENT A

#### Reimbursement Facilities:

**Install a 4 inch Tap Valve on the 18 inch Mainline at M.P. 917.7, 75 feet of 4 inch connection piping and EFM, located in Dade County, Florida.**

<u>Item:</u>	<u>Estimated Cost:</u>
Labor	\$117,700.00
Mat'l, Tax, and Freight	\$56,986.00
Project Management	\$8,255.00
Engineering	\$12,800.00
Construction	\$89,000.00
Environmental/ROW	\$29,700.00
Contingency	\$31,494.00
AFUDC	\$24,250.00
<b>Estimated Cost:</b>	<b>\$370,685.00</b>
<b>Tax Gross Up:</b>	<b>\$57,234.00</b>
<b>Total Estimate Cost:</b>	<b><u>\$427,919.00</u></b>

\*Includes income tax gross-up at 15.44%. Tax gross-up may increase as a result of legislation increasing corporate tax.

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**ATTACHMENT B**

**CONSTRUCTION, OWNERSHIP, OPERATION,  
AND MAINTENANCE RESPONSIBILITIES**

The following more fully describes major material and components that shall be installed, owned, operated, and maintained:

<b>Material</b>	<b>Purchase</b>	<b>Construct</b>	<b>Own</b>	<b>Operate</b>	<b>Maintain</b>
Install a 4" tap valve, 75' of 4" connection piping, and EFM.	FGT	FGT	FGT	FGT	FGT
Meter Facilities Install a measurement and regulation station, fencing, rock, downstream piping, and appurtenant facilities.	MDWSD	MDWSD	MDWSD	*MDWSD	*MDWSD

\*Note: FGT will operate the custody transfer meter per the Gas Meter Services Agreement between FGT and MDWSD \_\_\_day of\_\_\_\_\_, 2013. FGT shall maintain such facilities per the Gas Meter Services Agreement as long as such Agreement is in effect.

MDWASD Backup Documentation

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**ATTACHMENT C  
INVOICE**

**FLORIDA GAS TRANSMISSION COMPANY**  
P. O. Box 203142  
Houston, TX 77216-3142

**Invoice No:** FLORID.PL0020113.01A      **Date:** 2/1/2013  
**Cust No:** 52008849      **Cust Code:** PL01  
**Account No:** 1321210

**TO:** Miami-Dade Water & Sewer Department  
3071 S. W. Ave.  
Miami, Florida 33146

**ATTN:** Mr. Gregory Hicks  
CPPB, SPA 11

**PAYMENT DUE:**

**Install a 4 inch Tap Valve on the 18 inch Mainline at M.P. 917.7, 75 feet of 4 inch connection piping and EFM, located in Dade County, Florida.**

	<u>Amount</u>
<b>Cost Estimated</b>	<b>\$ 370,685.00</b>
<b>Gross-up</b>	<b>\$ 57,234.00</b>
<b>Amount Due</b>	<b><u>\$ 427,919.00</u></b>

PLEASE INCLUDE INVOICE NUMBER WITH ALL REMITTANCE

**WIRE INSTRUCTIONS:**  
FLORIDA GAS TRANSMISSION COMPANY  
Wells Fargo  
ABA# [REDACTED]  
ACCT# [REDACTED]

If you have any questions about this invoice contact either Fahad Hameed at (713) 989-7769 or Jan Dickenson at (713) 989-7787, Panhandle Energy Property Accounting.



**GAS METER SERVICES AGREEMENT**

**BETWEEN**

**FLORIDA GAS TRANSMISSION COMPANY, LLC**

**AND**

**MIAMI-DADE WATER AND SEWER DEPARTMENT**

**FOR**

**THE ORR PLANT M&R STATION**

**LOCATED ON**

**FGT'S 18 INCH MAINLINE IN DADE COUNTY, FLORIDA**

**SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (“Agreement”) effective as of the \_\_\_ day of \_\_\_\_\_, 2013 (“Effective Date”), by and between The Miami Dade Water and Sewer Department (“MDWSD”) and FLORIDA GAS TRANSMISSION COMPANY, LLC (“FGT”). MDWSD and FGT may be referred to herein as a “Party” or collectively as the “Parties”.

**WITNESSETH**

WHEREAS, MDWSD owns a Gas Meter, as defined herein; and

WHEREAS, MDWSD desires to have FGT operate and maintain the Gas Meter, as defined herein, and FGT is willing to do so as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

**ARTICLE 1**  
**MAINTENANCE AND OPERATIONS SERVICES**

The maintenance and operations services to be performed on the Gas Meter in accordance with this Agreement (“Gas Meter Services”) are set forth hereunder. “Gas Meter” shall mean MDWSD’s measurement device or devices(s) and associated meter piping, the inlet and outlet meter run valves and the associate meter by-pass if applicable, and peripheral measurement equipment. The Services on the Gas Meter may be supplemented, revised, amended or terminated from time to time as hereinafter provided upon execution of a written amendment identified as such and signed by all parties hereto.

**ARTICLE 2**  
**PERFORMANCE OF SERVICES**

2.1 All Services provided by FGT hereunder shall be in accordance with the requirements of any Federal, State, or any other governmental entities having jurisdiction and in accordance with sound and prudent natural gas pipeline industry practice.

2.2 MDWSD at its sole cost and expense shall have the right at all times to inspect the quality of Services performed.

### **ARTICLE 3**

#### **SERVICES TO BE PROVIDED BY FGT**

3.1 Services shall include Routine Services, Emergency Services and Maintenance Services.

3.2 Routine Services. FGT shall perform all measurement services required by the applicable pipeline tariff, as amended from time to time, and other applicable governing entities as approved by the Federal Energy Regulatory Commission ("Commission") and consistent with then-current Commission regulations. Accordingly, FGT will:

(a) procure and furnish all materials, equipment, services, supplies and labor necessary for the routine operation of the Gas Meter which includes inspection, testing, calibration, and monitoring; and

(b) submit to applicable governmental agencies any reports related to the Gas Meter and required by such agencies to be filed by FGT, with copies provided upon request to MDWSD; and,

(c) provide other information as reasonably requested by MDWSD.

All of the foregoing section shall be referred to as "Routine Services".

3.3 Emergency Services. In the event of an emergency arising which may threaten life, environment or property or render the Gas Meter incapable of continued operation, in FGT's good-faith determination, FGT shall undertake such action and incur such expenses as FGT considers are required and within its power to deal with such emergency. In the event such emergency requires FGT, in its good-faith determination, to undertake Maintenance as defined below, FGT shall notify MDWSD as promptly as practicable thereafter. FGT shall be responsible for reporting to governmental agencies with respect to any such emergency and all action undertaken in response to such emergency.

All of the foregoing section shall be referred to as "Emergency Services".

3.4 Maintenance Services. "Maintenance" shall mean any repair, reconstruction, reconditioning, overhaul, disconnection, or replacement of the Gas Meter or any part thereof.

FGT shall procure and furnish all materials, equipment, supplies, services and labor necessary to perform Maintenance to the Gas Meter. FGT shall undertake Maintenance at FGT's discretion and notify MDWSD when expenses exceed \$500.00, as promptly as practicable thereafter. FGT shall have the right to suspend use of the Gas Meter if it deems suspension prudent to protect life, environment, measurement or property, and shall incur no liability for exercising or failing to exercise such right.

All of the foregoing section shall be referred to as "Maintenance Services".

#### ARTICLE 4

#### INDEMNIFICATION

4.1 CUSTOMER SHALL INDEMNIFY AND HOLD FGT HARMLESS FROM ALL LIABILITIES, LOSSES, CLAIMS, EXPENSES, SUITS, ACTIONS, COSTS, AND DAMAGES, INCLUDING ENVIRONMENTAL LIABILITY, (AND INCLUDING ATTORNEYS' FEES, EXPENSES, AND COURT COSTS) ON ANY AND ALL ACTIONS, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, ARISING FROM THE FAULT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL MISCONDUCT OF CUSTOMER, PROVIDED, HOWEVER, THAT CUSTOMER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF FGT.

4.2 FGT SHALL INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM ALL LIABILITIES, LOSSES, CLAIMS, EXPENSES, SUITS, ACTIONS, COSTS, AND DAMAGES, INCLUDING ENVIRONMENTAL LIABILITY, (AND INCLUDING ATTORNEYS' FEES, EXPENSES, AND COURT COSTS) ON ANY AND ALL ACTIONS, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, ARISING FROM THE FAULT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL MISCONDUCT OF FGT,

**PROVIDED, HOWEVER, THAT FGT SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF CUSTOMER.**

**4.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT, OR CONCURRENT NEGLIGENCE.**

## **ARTICLE 5**

### **BILLING AND PAYMENT**

5.1 **Routine Services.** Routine Services will be provided by FGT at no cost to MDWSD.

5.2 **Emergency Services.** Within thirty (30) days after any costs or expenses have been incurred for Emergency Services, FGT shall invoice MDWSD for such costs and expenses, excluding FGT labor. MDWSD shall pay FGT for Services provided by FGT hereunder the invoiced amount within thirty (30) days after receipt of FGT's invoice.

5.3 **Maintenance Services.** FGT shall invoice MDWSD for the cost of materials, equipment, contract services and supplies that exceed Five-Hundred Dollars (\$500) per year Maintenance.

5.4 **Payment/Failure to Pay.** The amount invoiced by FGT shall be remitted by MDWSD by wire transfer or by check, pursuant to invoice instructions, within thirty (30) calendar days from the date of billing, provided that if the thirtieth (30<sup>th</sup>) calendar day is not a business day, payment is due on the next business day following that date. If MDWSD fails to remit the full amount payable by it when due, interest on the unpaid portion shall accrue at a rate equal to the lower of (i) the then effective prime rate of interest for large U.S. Money Center commercial banks, published under "Money Rate" by The Wall Street Journal, from the date due until the date of payment, or (ii) the maximum applicable lawful interest rate. If MDWSD, in

good-faith, disputes the amount of any such statement or any part thereof, MDWSD will pay such amount as it concedes to be correct. If it is ultimately determined that the disputed amount is owed, the MDWSD will pay FGT that amount with interest immediately upon such determination. If MDWSD fails to remit the amount owed to FGT, such failure to pay may constitute a material default hereunder, and FGT at its option may have to affect the recovery of the amounts owed to the FGT.

5.5 Errors and Right to Audit. To the extent that timing of billing coincides for Emergency Services and Maintenance, FGT shall endeavor to coordinate billing into one invoice. Notwithstanding payment of an invoice by MDWSD or acceptance of payment by FGT, any error shall be corrected, if such error is discovered by either Party within twenty-four (24) months of the end of the then-current Contract Year. Contract Year shall mean, except for the first Contract Year, a twelve-month period coinciding with the calendar year. The first Contract Year shall commence upon the effective date of this Agreement and continue through December 31 of the year of such execution. Thereafter, no such claims shall be asserted by either Party. MDWSD, as its sole expense, shall have the right to inspect FGT's books and records relating to any disputed invoice, provided such inspection is requested within twenty-four (24) months after the close of the then-current contract year. Errors detected shall be corrected by appropriate payment.

## ARTICLE 6

### NOTICE

6.1 Except for notice of any emergency, any notice, request, demand, statement, bill or payment provided for in this Agreement or any notice which either Party desires to give the other shall be in writing and considered delivered when mailed, postage prepaid, to the post office address of the Party to be notified, as follows:

IF TO FGT:

Florida Gas Transmission Company, LLC

5051 Westheimer Road

Houston, TX 77056-5306

Attn: Marketing Services

Phone: (713) 989-2085

Fax: (713) 989-1155

IF TO MDWSD:

Gregory Hicks \_\_\_\_\_

Miami Dade Water and Sewer Department \_\_\_\_\_

3071 S. W. 38<sup>th</sup> Avenue \_\_\_\_\_

Miami, Florida 33146 \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Routine communications, including statements and payments, may be delivered by the United States Postal Service by registered, certified or ordinary mail. Other communications shall be sent by registered or certified mail, return receipt requested. Notice of emergency may be conveyed by any expedient means, but shall be confirmed in writing, delivered registered or certified mail, or by fax, as quickly as practical thereafter.

#### **ARTICLE 7**

#### **TERM AND TERMINATION**

7.1 This Agreement shall commence on the Effective Date and remain in effect for a period of five (5) years. At the conclusion of the 5-year initial term, the agreement will continue on a year-to-year basis thereafter until either Party terminates in accordance with section 7.2.

7.2 This Agreement may be terminated as follows:

(a) Upon one (1) year advance written notice provided by either Party to the other Party, with such termination to be effective no earlier than the fifth (5<sup>th</sup>) anniversary of the Effective Date.

(b) Upon material default by either Party, the other Party, to invoke this provision, shall give notice in writing to the Party in default, specifying the default. Unless that default is cured within thirty (30) days thereafter or, if the cure cannot be completed within thirty (30) days, then if the cure is not undertaken promptly upon receipt of notice and diligently and continuously prosecuted thereafter, this Agreement shall terminate immediately upon written notice of termination from the non-defaulting Party.

(c) Either Party may terminate this Agreement immediately upon notice to the other if such other Party dissolves or liquidates or institutes or has instituted against it any proceedings for relief under any bankruptcy or insolvency law or any law relating to relief of debtors, readjustment of indebtedness or reorganization.

**ARTICLE 8**  
**GENERAL**

8.1 THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS COUNTY, TEXAS OR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION.

8.2 This agreement contains the entire agreement between the Parties and there are no representations, understandings or agreements, oral or written, between the Parties which are not included herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: Jack Boutman  
Title: Vice President, Marketing  
This 1<sup>st</sup> day of February, 2013

Miami Dade water and Sewer Department

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
This \_\_\_ day of \_\_\_\_\_, 2013



MDWASD Backup Documentation



AECOM  
13450 West Sunrise Blvd.  
Suite 200  
Sunrise, Florida 33323  
www.aecom.com

954 745 7200 tel  
954 745 7299 fax

May 24, 2011

Eduardo Luis  
Engineer, 3  
Miami-Dade Water and Sewer Department  
3575 South LeJeune Road  
Miami, Florida 33146

**Subject: Task Authorization No. 15  
Scope of Services and Fee Proposal  
Hialeah WTP Gas Pipeline**

Dear Mr. Luis:

As requested, AECOM is pleased to provide this scope of services and fee proposal for providing the County engineering services associated with the design of a gas pipeline. The proposal encompasses the design, permit, bid phase, and limited services during construction as decided herein.

Work will be performed as a task order under the Non-Exclusive Professional Services Agreement between the Miami-Dade County and Metcalf & Eddy, Inc. (dba AECOM Technical Services, Inc.) Agreement No. 07MEED003.

We look forward to working with the County on this important assignment. Please contact us at (954) 745-7200 should you have any questions or comments on the proposal.

Sincerely,  
AECOM Technical Services, Inc.



Lennart J. Lindahl, PE  
District Vice President

Cc: Richard Coates, PE - MDWASD  
Rey Abreu - MDWASD  
Pete Hernandez, PE - AECOM  
Jim Penkosky, PE - AECOM

**MIAMI-DADE WATER AND SEWER DEPARTMENT****PROJECT NO. E06-WASD-04  
TASK AUTHORIZATION #15****May 24, 2011****FEE PROPOSAL AND SCOPE OF SERVICES****HIALEAH WTP GAS PIPELINE****Section 1 – Introduction**

The Miami-Dade Water and Sewer Department (MDWASD) is requesting a labor hour and fee estimate for the engineering services necessary for the design and post design services for a gas by-pass gate station and transmission pipeline from the Florida Gas Transmission line at the closest points to MDWASD's Hialeah Water Treatment Plant (WTP).

The gas pipeline is approximately 13,000 lf beginning at NW 36<sup>th</sup> Street in Miami, running north through Miami Springs then crossing the Miami Canal to the Hialeah WTP.

The scope of work to be performed by the Design Consultant (DC or Consultant) AECOM as outlined below compasses three main tasks as follows:

- Task 1 – Technical Memorandum Design Submittal
- Task 2 – Design Work
- Task 3 - Limited Construction Support Services

**Section 2 – Project Description****Project Area:**

The MDWASD has proposed adding a by-pass gate station from the Florida Gas 12-inch transmission pipeline located along NW 36<sup>th</sup> Street and then installing a gas pipeline running to the closest location at the Hialeah Water Treatment Plant.

**Background:**

The installation of the “by-pass gate station” and transmission pipeline will allow MDWASD to obtain natural gas directly from Florida Gas Transmission representing savings by eliminating local transportation toll rates.

The Hialeah WTP has a large rotating dryer located near the southwest corner of the WTP site that consumes approximately 30,000 standard cubic feet per hour with a delivery pressure of 30 psig.

**Section 3 – Procurement Method for Construction**

The project will be constructed by Miami-Dade standard procurement methods.

**Section 4 – Preliminary Project Schedule**

The preliminary project schedule should be provided (see attached sample). The project deliverables and milestones will be enforced in an effort to meet the MDWASD deadlines. No scheduling delays will be tolerated.

**Section 5 – Scope of Work and Deliverables**

The following deliverables are needed to complete the design of the above mentioned water main replacements:

**Task 1. Technical Memorandum Design Submittal**

For the development of this sub-task, the following is the responsibility of the Consultant:

- Schedule and Attend Kick-off Meeting, Prepare Agenda and Draft Meeting Notes
- Analyses of two route Alternatives with necessary pipeline and gate station Calculations and Relative Magnitude Project Costs
- Utility Survey
- Site Review Narrative (2-page general description of project)
- Implement Public Involvement Plan as per County's Ordinance. Consultant will attend one public meeting to provide technical assistance. The County will organize, arrange and coordinate the meeting, send the notification, and provide the facilities.
- Field Observations and Conversations/Interviews notes (One site visit is included) to be accompanied by appropriate MDWASD personnel
- Regulating/Gate Station proposed location with photographs along with design concepts
- Right-of-Way Designation / Easement Identification
- Coordination with Recent and Future Projects to Avoid Conflicts and Repetitious Construction e.g. Virginia Gardens, Miami Springs, DERM, MDPW, MDWASD, FDOT, etc. (Consultant will send one request for information per agency and will *follow up with the designated contact person. The information received before the 30% submission will be included. The information received after the submission will be included on the next submittal.*)
- Identification of Municipal Jurisdictions and Special Requirements (*provided by the County*)
- Identification of Pavement Repair or Pavement Reconstruction Requirements and Proposed Pavement Resurfacing Limits
- Permitting Requirements with Particular Attention to FDOT
- MOT Requirements with Particular Attention to FDOT
- Provide five sets of hard copies and one electronic copy

**Task 2. Design Work****Task 2.1 Full Route Survey**

The Full Route Survey shall meet the MDWASD survey standards for as-built submittals (see Attachment A) and will consist of the following information:

- Aboveground information (pavement, sidewalks, gutters, street lighting, power poles, driveway material, etc.)
- Existing Underground Utilities within the Right of Way and Easements (Inverts, Catch Basins, Manholes, Sizes, Phone, Gas, Cable TV, Electricity, etc.)
- Existing Ground Utilities within the Right of Way and Easements (Valves, Meter Boxes, Lids, Rim Elevations, Fire hydrants, Overhead Cables, etc.)
- Hard Copy and Electronic Copy (four certified copies)

**Task 2.2 30% Design Submittal**

For the development of this sub-task, the following is the responsibility of the Consultant:

- Identify Utility Conflicts and Document Information on Utility Survey Status Sheet with corresponding Back-up Information (See Attachment C); To be provided with DC's Monthly Invoice
- Geotechnical Report in Compliance with MDWASD Standards and Specifications (*Soil Borings will be provided with the quantity as listed in the negotiated fees*)
- Proposed Horizontal Alignment (Plan View)
- Location of Tie-Ins to Existing System (on Plan View)
- Location of Other Connections into the Proposed System (on Plan View)
- Verify if located within Community Workforce Program Area or School Zones (*Information provided by the County*)
- Design Schedule Update
- Preliminary Construction Cost Estimate
- Attend Submittal Review Meeting and Prepare Meeting Notes
- Submit Proposed Horizontal Alignment to *Public Works* for Dry-Run Approval (if necessary)
- Survey in accordance with Task 2.1
- Provide five sets of hard copies 30% Plans and one electronic copy

**Task 2.3 70% Design Submittal**

The 70% submittal will consist of the following information:

- Incorporate comments from 30% Submittal

- Selected Design Alternative from Approved Public Works Dry-Run (*The Alternative has been provided by the County*)
- Show Profile Elevation of the Top of Pipe and Finish Grade every 100 feet.
- Horizontal and Vertical Alignments (Baseline and Stations to be done per MDWASD Standards at 100 foot intervals)
- Show Center Line of Survey, Utilities, Right of Ways, Property Lines and Easements on Drawings
- Show utility meter/regulator station at the existing high pressure gas transmission line tap-in location, and a proposed check meter, regulator and associated piping connection to an existing rotating dryer on the Hialeah WTP property with associated electrical design
- Traffic Control and/or MOT--FDOT, Municipalities, Departments and/or agencies MOT requirements.
- Cover Sheet, Table of Contents, Standard Details, Project Location, Legend Symbols, Plan and Profiles, etc.
- Detail the Permitting Requirements. (*listed in a memo format*)
- Design Schedule Update, including schedule for permit applications and estimated time for approvals
- Detailed Construction Cost Update
- Attend one Submittal Review Meeting and Prepare Draft Meeting Notes
- Provide five sets of hard copies 70% Plans and one electronic copy

#### **Task 2.4 90% Design Submittal**

The 90% submittal will consist of the following information:

- Incorporate comments from 70% Submittal Review
- Revised and/or Final Alignment (Horizontal and Vertical Drawings)
- Proposed check meter, regulator and associated piping connection to an existing rotating dryer on the Hialeah WTP property details
- Final MOT--FDOT, Municipalities, Departments and/or agencies MOT requirements and Traffic Control; Prepared by Appropriately Certified Staff
- Cover Sheet, Table of Contents, Standard Details, Symbols, Plan and Profiles, etc.
- Design Schedule Update
- Construction Schedule
- Completed Permit Applications for Review (Permit Dry Run Submittal)
- Attend (one) Submittal Review Meeting
- Engineer's Construction Cost Estimate, based on bid items in the standardized Proposal (the County to supply the format and previous bid prices)
- List of Materials and corresponding cost estimates

- Attend one Submittal Review Meeting and Prepare Draft Meeting Minutes.
- Provide eight sets of hard copies 90% Plans and one electronic copy

### **Task 2.5 Contract and Bid Documents**

The Complete Bid Package will be submitted with the 90% Design Submittal as per MDWASD Standards and will consist of the following information:

- **Front-End Documents--** The Design Consultant will identify the relevant Front-End Documents. The sample or standard Front-End document, including the General Conditions, to be provided by the County. DC to insert the relevant bid information into the standard document, for the County to print and distribute.
  - Table of contents
  - Advertisement for bids
  - Questionnaire
  - Instruction to bidders
  - Proposal (according to Standard Bid Items List w/descriptions and quantities)
  - Certified resolution (proposal/bid bond)
  - Prescribed bid bond
  - Bidder's affidavit
  - Disclosure affidavit
  - Sworn statement - public entity crimes
  - Employment disclosure affidavit
  - Clearinghouse affidavit
  - Ordinance 98-30 affidavits and disclosure form
  - Contract
  - Certified resolution (contract, performance and payment bonds)
  - Surety performance and payment bond
  - General covenants and conditions
  - Supplemental general conditions (when Ordinance 90-143 is applicable), including Wage and Benefit Schedules. Community Small Business Enterprise Participation Provisions, Appendices and Contractors Certification List, and all Applicable Miami-Dade County Programs, such as the Community Workforce Program, etc. (These will be inserted in Contracts just prior to bidding)
  - Others as required
- **Technical Specifications**  
Not limited to, but including the following:
  - Scope of Work
  - Special Project Procedures
  - Sequence of Construction and General Information
  - Measurement and Payment (specific to all items included in Proposal).
  - Others as required
- **Attachments**  
Attach APPENDIX "A" through "R", as follows:

- APPENDIX A – DERM Notice to All Contractors (1 Page, DERM Notice)
- APPENDIX B – Standard Details (Attach all WASD Std. Details applicable to the project.)
- APPENDIX C – Security Fee Schedule and Form (Use only if project is at a location with restricted access)
- APPENDIX D – Protest Procedures
- APPENDIX E – Quarterly Reports
- APPENDIX F – Anti Discrimination Ordinance Administrative Order
- APPENDIX G – Cone of Silence Resolution and Boiler Plate Language
- APPENDIX H – Resolution R-1145-99, County's Clearinghouse Process
- APPENDIX I – Ordinance 99-162 and 00-67
- APPENDIX J – Ordinance 00-66, Restoration within Public Right of Way
- APPENDIX K – Ordinance 00-30 and Resolutions 182-00, 183-00 and 184-00
- APPENDIX L – Resolution R-99-152, False Claims
- APPENDIX M – Ordinance 00-97, Protection of Underground Utilities
- APPENDIX N – Resolution R-744-00, Retention of Critical Personnel
- APPENDIX O – Ordinance 04-190, Concerning Local Preference
- APPENDIX P – Resolution R-749-00 & R-161-01, Concerning  
Business Road Impact Assistance Loan Program
- APPENDIX Q – Ordinance 01-96, Code of Business Ethics
- APPENDIX R – Lobbying Rules

After "R" include all other project specific attachments in separate appendices, such as

- Geotechnical Report
- Maintenance of Traffic Plan
- FDOT Permit
- Public Works Dry Run Approval
- SFWMD Permit
- Documents from agencies having jurisdiction or from respective municipalities

### **Task 2.6 Permit Package**

The DC will prepare the Permit Packages and obtain applicable signatures once the 90% submittal (Permit Dry Run Submittal) has been reviewed and approved. The checks for the permit fees from the different agencies are provided as described below. The DC will submit the Permit Packages and checks to the respective permitting agencies and respond to any RFIs the agencies may have. The submittal of the Permit Package will include eight copies and consist of the following information:

- Revised 90% Drawings and Specifications Signed and Sealed by the DC
- Traffic Control or MOT should Appear in the Drawings, or Traffic control or MOT separate from set of drawings and in 11" X 17"
- Required Support Information to Support Permit Request
- Completed Permit Applications for Each Agency Signed and Sealed by the DC

- Tracking Sheet with Indication of Dates of Submittal of Each Application and Approval or Comments from the Corresponding Agency
- Incorporate Revisions Requested by the Permitting Agencies

Permitting activities with the following agencies are anticipated for the pipeline:

- a. Florida Department of Transportation (FDOT) utility permit for crossing under Okeechobee Road and running along NW 36<sup>th</sup> Street
- b. Miami-Dade County DERM Class III for crossing under South Side Canal (aka Melrose Canal) within the city of Miami Springs
- c. Miami-Dade County WASD permit for constructing a gas pipeline per WASD pipeline standards
- d. Miami-Dade County Public Works for MOT and restoration approval along North Royal Poinciana Boulevard
- e. Miami-Dade Aviation Department (MIA) for FGTC gate station location and Perimeter Drive pipe route
- f. Village of Virginia Gardens for MOT and restoration approval along NW 62<sup>nd</sup> Avenue
- g. City of Miami Springs for MOT and restoration approval along city streets including NW 62<sup>nd</sup> Avenue
- h. SFWMD ROW standard permit for crossing under Canal C-6 (Miami Canal)
- i. United States Coast Guard since the Miami Canal is Navigable
- j. City of Hialeah since the gas line will run through its city limits even with directional drilling
- k. Florida Department of Environmental Protection

One preapplication meeting will be held as necessary with each agency listed.

#### **Task 2.7 100% Design Submittal (Final)**

The 100% Submittal will consist of the following items:

- Include Comments from 90% Submittal Review and Permitting Agencies-Final Drawings-eight copies
- All permits approved by required agencies
- Final Construction Schedule
- Final Construction Cost Estimate
- Bid Package containing:
  - Mylar paper 100% Construction Drawings
  - Approved 100% Construction Drawings (four copies)
  - Master Specifications Book (Original not bounded)
  - Master Specifications Book (four copies, bounded)
  - CD with 100% Construction Drawings
  - CD with Master Specifications Book.



**Task 2.8 Permit Fees**

The Design Consultant will be responsible for all Permit Fees. This task shall be budgeted according to the estimated permit direct cost for every agency as an ODC. The Permit Fees in this task will be charged against this budget item and reimbursed to the DC with the presentations of corresponding receipts only for the actual cost of permits. Although there could be some funds left in this sub-task at the end of the project, the DC will not be allowed to bill for the remaining portion. A \$3000 permitting allowance has been included.

**Task 3 Limited Construction Support Services**

The Limited Construction Support Services will consist of the following items:

- Provide Conformed Drawings
- Attend one Pre-Bid Meeting
- Attend one Pre-Construction Meeting
- Respond to Request(s) for Information (RFI)
- Review Shop Drawings
- Plan Revisions During Construction (if necessary)
- Review and approval to change order requests (if requested)
- One day startup assistance at the gate station and Hialeah WTP meter

**Section 6 Proposal Assumptions**

The estimates for this Proposal shall consist of the following:

- Prepare and deliver "monthly status reports" to MDWASD as back up for the Monthly Invoice (See Attachment B)
- Prepare and deliver "Utility Survey Status Sheet" to MDWASD as back up for the Monthly Invoice (See Attachment C)
- A copy of all project related correspondence sent or received by the DC shall be sent to the MDWASD Project Manager
- Implementation of an internal Quality Assurance/Quality Control (QA/QC) process to ensure proper design and adherence to MDWASD and all applicable standards (The DC shall submit with this proposal the time that he plans to use in every Task to be in compliance with the project)
- Application of MDWASD's latest standard form, construction contract, standard design details, and design criteria and policies for use in completing the Construction Package (Latest standards supplied by MDWASD)
- The use of Surveying Consultant for surveying services by providing them with a surveying scope of work and their fee in the proposal; Survey must follow MDWASD Site Survey Requirements (See Attachment A)
- DC will request as-built record plans from MDWASD or other utilities as necessary

Additional Assumptions:*Design and Bid Services:*

1. Field verification of existing utilities will be limited to those affecting the project.
2. If new easements or right of ways are required for the project, assistance in obtaining these easements/right of ways can be provided as a supplemental and as an addendum to this contract. (Preparation of legal description is needed, MDWASD will perform the necessary actions to obtain the easement.)
3. Monumentation of the right of way is not included.
4. The design drawings will be based on plan scale 1" = 40' horizontal, 1"= 4' vertical on 24"x36" paper for construction with reduced prints for construction on 11"x17" paper (therefore a 22"x34" sheet border will be used).
5. WASD will provide Autocadd standards that will be followed regarding sheet borders, fonts, layer names, etc.
6. Attendance at up to four public meetings or hearings associated with permits applied for in support of the project is included.
7. DC will submit Dry Run and contractor will pull the permits. DC to investigate all necessary permits and submit to the permitting agencies as described above (Task 2.6). The Contractor will be responsible for obtaining Miami-Dade ROW, and FDOT ROW permits as necessary. Preparation of applications for other permits for the above agencies or for other regulatory agencies beyond that specified above will be considered an Additional Services item. Such additional permits not included in this scope of work may include, but not be limited to, wetland dredge and fill permits, any other wetland permits, Environmental Resource Permit (ERP), right-of-way construction permits, asbestos handling/disposal notification permits, archeological/historical preservation permits, endangered species permits, tree removal permits. If any de-watering permits are necessary to conduct the work, their acquisition will be the responsibility of the Contractor including those at contaminated sites (if applicable).
8. The design flow rate is 30,000 standard cubic feet per hour with a delivery pressure of 30 psig at the Hialeah WTP dryer.
9. The gas pipeline will be HDPE black gas pipe. All valves will be plastic. Therefore, no cathodic protection will be necessary.
10. Gas pipeline will be buried at a 4' depth with the exception of the directional drill locations.
11. Odorization of the gas will not be necessary.
12. A \$70,000 allowance has been assigned for the utility meter/regulator gate station. The station allowance will consist of meter, regulator, relief valve, support foundation, all lighting, electrical and instrumentation design along with permitting for the station. The designer for this station has yet to be determined.
13. Hot tap and gas line from FGTC transmission main to the utility meter/regulator gate station designed, permitted, and installed by FGTC at no cost to AECOM. DC will provide necessary support and coordination with FGTC to facilitate the work interface between the two systems.
14. FGTC standard details, standard specifications and design standards will be made available to AECOM upon request

15. No building for housing of utility meter/regulator station included. No other buildings included.
16. Evaluation of alternative designs, energy analysis and life cycle costs not included
17. Traffic Control Plan (MOT):
  - Reconstruction and restoration design of existing features are excluded (signal, drainage, sidewalk, driveways, etc.)
  - No critical sheet pile wall or other temporary load bearing walls required for construction
  - Lane closure analysis, if required, and acceptable work periods to be provided by Miami-Dade
  - If local noise ordinances differ from allowable lane closure times, an alternative is not considered part of this plan
  - Plan to be in accordance to FDOT Standards, Index 600 series
  - Utility coordination, including work around energized facilities, or accommodations for this work is the responsibility of the Contractor
  - Accommodations for work around or beneath canopy trees is not included
  - Plan does not include foot by foot phase plans
18. Bid Phase will be no more than one effort (bid package) upon acceptance of Bid Package by MDWASD and will be performed under OCI prequalification guidelines (i.e. not a general public bid). A reasonable level of effort is assumed.
19. Subconsultant scope of work included as attachments are considered part of the proposal.
20. Compensation for engineering work in this proposal will be based on a lump-sum method of payment. This estimate is based on an overall project budget level of effort for the fees proposed.

*Construction Services:*

1. The WASD will enter an agreement with the selected contractor.
2. The WASD will provide Construction Management and full Resident Inspection services in support of the Engineer at no cost to AECOM.
3. Evaluation of contractor change orders and review of payment applications is not included.
4. DC will be responsible for reviewing and responding to all RFIs and shop drawings. A reasonable effort for shop drawing review and RFIs have been assumed.
5. There will be no shop drawing or RFI submittals by the contractor for the DC's Traffic Control Plan.
6. The Contractor will provide shop drawings to the MDWASD to transmit to the DC for their approval.
7. Completion Certifications will not be required.
8. The contractor will provide as-built drawings in accordance with MDWASD requirements and will provide all necessary documentation for all permit closeouts.
9. Compensation for engineering work in this proposal will be based on a lump-sum method of payment. This estimate is based on an overall project budget level of effort for the fees proposed. Estimates are based on a contractor notice to proceed by January 1, 2012 for the schedule duration herein.

**Obligations of the County**

1. The WASD will provide their standard details and specifications where applicable in hard and electronic format.
2. The WASD shall provide AECOM no later than two weeks after issuance of the NTP, all requested and available record data and information (in the required format) related to the project as necessary for the performance of the services specified herein.
3. The Department shall review all documents presented by AECOM, obtain advice of an attorney, insurance counselor, independent party, and/or others as MDWASD deems appropriate for such review and render decisions pertaining thereto within reasonable time so as to not delay the services of the AECOM team.

**Project Team**

The project team will be led by Mr. Jim Penkosky, P.E. who will act as project manager. Our following subconsultant team members will be used during this project:

- Leiter, Perez – Surveying (CBE)
- Geosol, Inc. - Geotechnical (CBE)
- ADA Engineering – Permitting (CBE)

**Community Business Enterprise Goals Update**

Miami-Dade County has established a participation goal of 35% for the overall program. We anticipate no difficulty in meeting the overall program goal. This TA proposal provides over 35% to our project CBEs.

**Compensation**

Work will be performed as a task order under the Non-Exclusive Professional Services Agreement between the Miami-Dade County and Metcalf & Eddy, Inc, (dba AECOM Technical services, Inc.) Agreement No. 07MEED003.

AECOM proposes to perform the tasks outlined above for a lump sum amount of \$589,831.44 including IG fees for the project. The individual task level fees are for budgetary purposes only and includes allowances described above. The fees are summarized in the following table:

Task Designation	CBE	Task Fee
1.0 Technical Services Design Memorandum	\$45,173.00	\$68,411.66
2.1 Full Route Survey	\$96,572.00	\$96,572.00
2.2 30% Design Submittal	\$28,035.00	\$63,149.34
2.3 70% Design Submittal	\$7,273.20	\$141,164.89

2.4 90% Design Submittal	\$14,546.40	\$90,163.44
2.5 Contract and Bid Documents	\$0.00	\$21,303.38
2.6 Permit Package	\$14,546.40	\$26,978.56
2.7 100% Design Submittal	\$0.00	\$17,193.03
2.8 Permit Fees		\$3,000.00
3.0 Limited Construction Services Support		\$53,665.74
ODCs		\$6,758.50
IG of 0.25%		\$1,470.90
Totals	\$206,146	\$589,831.44

**Attachment 1** contains a cost estimate presenting a breakdown of fees and hours per task. Attached also, are the cost estimates provided by the subconsultant.

### **Project Schedule**

The following project schedule has been developed:

<b><u>Schedule Task</u></b>	<b><u>Time Elapsed to Task Completion</u></b>
Task 1 – Technical Design Memorandum Submittal	6 weeks from receipt of Authorization (NTP)
Task 2 – Design Work	
2.1 Full Route Survey	10 weeks
2.2 30% Design Submittal	14 weeks
2.3 70% Design Submittal	20 weeks
2.4 90% Design Submittal	24 weeks
2.5 Contract and Bid Documents	26 weeks
2.6 Permit Package	28 weeks
2.7 100% Design Submittal	4 weeks after receipt of permit comments
2.8 Permit Fees	n/a
Task 3 – Limited Construction Support Services	TBD

The Review periods by MDWASD for each submittal not to exceed 15 calendar days and is included in the project design schedule. Any deviations in schedule shall be explained by the DC.

MDWASD Backup Documentation

LUMP SUM FEE

5/25/2011

ATTACHMENT D - Task Authorization No. 15  
Hialeah WTP Gas Pipeline

Position	Name & (Company)	Labor Multiplier	Hourly Rate	1.0 Technical Services Design Memorandum		2.1 Full Route Survey & 2.2 30% Design Submittal		2.3 70% Design Submittal		2.4 90% Design Submittal		2.5 Contract & Bid Documents		2.6 Permit Package		2.7 100% Design Submittal		3.0 Limited Construction Services Support		Total Labor (Sum 3-6) Hours	Raw Costs (7) \$	(7) Multiplied Costs (8) \$	(1)
				Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$				
Principal	Len Lindahl	1.00	125.00	1	\$ 125.00	2	\$ 250.00	2	\$ 250.00	1	\$ 125.00	1	\$ 125.00	1	\$ 125.00	1	\$ 125.00	2	\$ 250.00	11	1,375.00	1,375.00	
Technical Leader - chairman	Rich Ulkus	2.85	73.26	2	\$ 417.58	6	\$ 1,252.75	12	\$ 2,505.49	6	\$ 1,252.75	3	\$ 626.37	2	\$ 417.58	1	\$ 208.79	4	\$ 635.16	36	2,637.36	7,516.48	
Technical Leader - gas pipe	Chris Galligan	2.85	67.27	1	\$ 191.72	4	\$ 786.88	4	\$ 786.88	3	\$ 575.16	2	\$ 383.44		\$ -		\$ -	1	\$ 191.72	15	1,009.05	2,875.79	
Technical Leader - traffic	Steve Boylan	2.85	65.00	1	\$ 185.25		\$ -	5	\$ 926.25	2	\$ 370.50	1	\$ 185.25		\$ -		\$ -	1	\$ 185.25	10	650.00	1,852.50	
Sr. Project Manager	Jim Pantosky	2.85	64.71	25	\$ 4,610.59	18	\$ 3,198.62	32	\$ 5,901.55	24	\$ 4,426.16	18	\$ 2,950.78	25	\$ 4,610.59	4	\$ 737.89	90	\$ 16,598.12	234	15,142.14	43,156.10	
Project Engineer I	Everette Lopez	2.85	35.52	32	\$ 3,239.42	26	\$ 2,632.03	46	\$ 4,659.14	41	\$ 4,150.51	60	\$ 6,073.92	4	\$ 404.93	24	\$ 2,429.57	100	\$ 10,123.20	335	11,899.20	33,912.72	
Senior Engineer	Marvin Sanchez	2.85	30.99	8	\$ 706.57	16	\$ 1,413.14	24	\$ 2,119.72	24	\$ 2,119.72	32	\$ 2,826.29	4	\$ 353.29	12	\$ 1,059.86	40	\$ 3,532.86	160	4,958.40	14,131.44	
Engineer II	Zuhai Ozturk	2.85	30.65	30	\$ 2,620.58	19	\$ 1,659.70	60	\$ 5,241.15	60	\$ 5,241.15	24	\$ 2,096.46	38	\$ 3,139.40	8	\$ 698.62	42	\$ 3,688.81	281	8,612.65	24,546.05	
Mechanical Engineer	Alan Green	2.85	55.23	26	\$ 4,092.54		\$ -	100	\$ 15,740.55	32	\$ 5,036.98	14	\$ 2,203.68		\$ -	8	\$ 1,259.24	46	\$ 7,555.46	228	12,592.44	35,888.45	
Electrical Engineer	Ira Brandell	2.85	51.78		\$ -		\$ -	24	\$ 3,541.75	12	\$ 1,770.86	4	\$ 590.29		\$ -	4	\$ 590.29	16	\$ 2,361.17	80	3,106.80	8,854.38	
Sr. Traffic Engineer	Matt Ross	2.85	52.78	4	\$ 801.69		\$ -	24	\$ 3,610.15	15	\$ 2,256.35		\$ -	12	\$ 1,805.08		\$ -		\$ -	55	2,902.90	8,273.27	
Traffic Engineer	Angel Rivera	2.85	38.72	14	\$ 1,544.93		\$ -	86	\$ 9,490.27	44	\$ 4,855.49		\$ -		\$ -		\$ -		\$ -	144	5,575.68	15,890.68	
CADD Designer	Allison Hagerly	2.85	37.51	22	\$ 2,351.88		\$ -	131	\$ 14,004.36	88	\$ 7,055.63		\$ -		\$ -		\$ -		\$ -	219	8,214.69	23,411.87	
Mechanical Designer III	Nick Rumbini	2.85	27.65		\$ -		\$ -	32	\$ 2,539.82	8	\$ 634.98		\$ -		\$ -		\$ -		\$ -	40	1,114.00	3,174.90	
Designer III	Amy Walker	2.85	33.26	8	\$ 758.33	216	\$ 20,474.88	277	\$ 26,257.11	158	\$ 14,976.98		\$ -	14	\$ 1,327.07	74	\$ 7,014.53	20	\$ 1,895.82	787	25,510.42	72,704.70	
Accounting Clerk II	Lana Sirotnskaya	2.85	24.29	8	\$ 598.81	2	\$ 138.45	2	\$ 138.45	3	\$ 207.86	2	\$ 138.45	1	\$ 69.23	1	\$ 69.23	10	\$ 692.27	29	704.41	2,007.57	
Clerk II	Shelley O'Neill	2.85	23.74	2	\$ 135.32		\$ -	14	\$ 947.23	6	\$ 405.95		\$ -		\$ -		\$ -		\$ -	22	522.28	1,488.60	
Clerk II or Clerk I	Jackie Pottinger	2.85	18.15	2	\$ 103.46	4	\$ 206.91	1	\$ 51.73	3	\$ 155.18	2	\$ 103.46		\$ -		\$ -	15	\$ 775.91	27	490.05	1,396.64	
Subconsultant 1	Lester Perez	1.00			\$ 37,421.00		\$ 96,572.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		133,993.00	133,993.00	
Subconsultant 2	Geozal	1.00			\$ -		\$ 28,035.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		28,035.00	28,035.00	
Subconsultant 3	ADA Engineering	1.00			\$ 7,752.00		\$ -		\$ 7,273.20		\$ 14,546.40		\$ -		\$ 14,546.40		\$ -		\$ -		44,118.00	44,118.00	
Reg Station Allowance	TBD	1.00			\$ 1,000.00		\$ 3,000.00		\$ 3,000.00		\$ 20,000.00		\$ 3,000.00		\$ -		\$ 3,000.00		\$ 5,000.00		70,000.00	70,000.00	
Sub-totals				1961	\$ 68,411.66	3131	\$ 159,721.34	8781	\$ 141,164.89	5081	\$ 90,163.44	1611	\$ 21,303.38	1011	\$ 26,978.56	1371	\$ 17,193.03	3891	\$ 53,665.74	26731	\$ 383,163.47	578,602.04	

Summary of Direct Expenses

Units	No. of	\$/Unit	Total
Air Travel	2	Coach class - from Boston to Miami	\$ 600
Lodging (by days)	4	See Attached "Maximum Daily Lodging Rates"	\$ 149
Car Rental (by days)	5	\$ 35 /day	175.00
Gas (for rental cars only)		\$ 1.25 /gallon	
Food			
Breakfast	12	\$ 3.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	36.00
Lunch	12	\$ 6.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	72.00
Dinner	12	\$ 16.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	192.00
Mileage	500	\$ 0.475 (0.475/mile (for use of personal vehicle))	237.50
Subtotal Direct Expense			\$ 2,508.50
Total Labor and Direct Expenses =			\$581,111
IG of .25% (if applicable) =			1452.78
Labor, Direct Expense and I.G.			\$ 582,563.32

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Summary of Reimbursable Expenses

Units	No. of	\$/Unit	Total
Printing / Shipping	20	Lump sum	\$ 25
Photocopies / Phone	10	Lump sum	\$ 150
Drawing Plots	15	Lump sum	\$ 150
Equipment Rental		Lump sum	\$ 250
Permit fees (Task 2.8)	1	Allowance	\$ 3,000
Subtotal of Permit Fees			\$ 3,000.00
Subtotal expense			\$ 7,250.00
IG of .25% (if applicable) =			\$ 18.13
Reimbursable Expense & I.G.			\$ 7,268.13

Notes 2.- For invoices where Permit Fees are billed, receipts must be submitted.

Proposed Fee = Total of Labor, Direct Expenses, Reimbursable Expenses and I.G. \$ 589,831.44

*Leiter, Perez & Associates, Inc.*

GEOFFREY LEITER, P.E., P.S.M.  
MARTIN LEITER, P.E.  
GEORGE PEREZ, P.E.

LAND DEVELOPMENT CONSULTANTS  
ENVIRONMENTAL AND CIVIL ENGINEERS  
LAND PLANNERS AND LAND SURVEYORS

SURVEYS  
DESIGN  
INSPECTION  
PLANNING  
STUDIES  
ASBESTOS

April 25, 2011

Email to: Jim.Penkosky@aecom.com, 6 pages  
Phone: 954.745.7215

Mr. Jim Penkosky, P.E.  
Senior Project Manager  
AECOM Water  
13450 W. Sunrise Boulevard, Suite 200  
Sunrise, Florida 33323

**RE: Surveying Services for MDWASD TA #15 - Proposed 4" Gas Main  
Perimeter Drive, NW 62<sup>nd</sup> Avenue, Hunting Lodge Drive, Lenape Drive, Alt "A", Alt "B" and two (2)  
Canal Crossings, Hialeah Gardens  
Specific Purpose Utility Route Survey (Approximately 18,700 L.F. of ROW)**

Dear Mr. Penkosky:

Leiter, Perez & Associates is pleased to provide you with a proposal to prepare a Specific Purpose Utility Route Survey for the engineering design of the subject project (sketch attached). The project scope of services is divided into three (3) tasks outlined below:

**Scope of Services:**

**Task 1: Preliminary Surface Utility, and ROW/Easement Survey (18,700 LF)**

- 1) Request "As-Built" or "Record Drawing" information from MDWASD, FDOT and Public Utility Companies. Received information will be shown on Survey. As-Built information will be requested from Public Utility Companies via registered mail upon notice to proceed. Information received as of deliverable date will be shown on drawings.
- 2) We will obtain recorded plats within the limits of the survey. Show pertinent plottable information (easements, agreements, right-of-ways, etc.) on survey.
- 3) Establish limited GPS survey control and field locate surface utility features (manholes, catch basins, valves, fire hydrants, meters, traffic boxes, etc.). No subsurface investigation will be performed at this time. Horizontal Datum: Florida East State Plan Coordinates NAD83/90
- 4) Prepare 24"x36" Survey, 1"=40' Scale showing information collected in Items 1 thru 3.
- 5) Survey will be certified in compliance with the applicable Minimum Technical Standards for the State of Florida Chapter 5J-17 of the Florida Administrative Code.
- 6) Provide five (5) copies of 24"x36" completed Survey, signed and sealed.
- 7) Provide CAD file in AutoCAD format.

**Lump Sum Fee for these services: \$37,421.00**

KENNEDY PLAZA • 160 N.W. 176<sup>th</sup> STREET • SUITE 403 • MIAMI, FLORIDA 33169  
DADE (305)652-5133 • BROWARD (954)524-2202 • FAX (305)652-0411  
EMAIL: office@leiterperez.com • WEBSITE: http://www.leiterperez.com

**Task 2: Full Route Survey and Hydrographic Canal Crossing Survey of Selected Alternative (13,000LF)**

Refer to attached scope provided by Client, Items A thru D.

**Lump Sum Fee for these services: \$78,572.00**

**Task 2a: Provide Softdig Information, Easement Services, Title Company Services**

Refer to attached scope provided by Client, Items E thru I

**Lump Sum Fee for these services are estimated not to exceed: \$18,000.00**

**Fee Schedule:**

Total lump sum fee for Tasks 1, 2, and 2a: **\$133,993.00**, services to be invoiced monthly and due within 60 days from invoice date.

Task 1: Twenty (20) working days from notice to proceed.

Task 2: 40-45 working days from notice to proceed.

Task 3: TBD

Out of Pocket expenses for Courier, Federal Express, etc. will be billed at our cost.

We look forward to working with you on this project. If you require any additional information, please give me a call.

Respectfully submitted:

Leiter, Perez & Associates, Inc.



\_\_\_\_\_  
Geoffrey Leiter, PE, PSM, President

A signed copy of this faxed proposal letter will serve as our contractual agreement and immediate notice to proceed.

Approved by: \_\_\_\_\_

For: \_\_\_\_\_

Company Name

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_



### SCOPE OF WORK Survey for Gas Pipeline

AECOM is anticipating to be under contract to the Miami-Dade Water and Sewer Department (MDWASD) to design a 4-inch natural gas main to transport gas from NW 36<sup>th</sup> ST near Miami International Airport to MDWASD's Hialeah Water Treatment Plant on Okeechobee Road. The scope of work is intended to collect the necessary field information to complete the design noted above. See Attachment I for the area to be surveyed. We estimate that the survey will encompass up to 13,000 linear feet (Alternative 1).

The Surveyor shall research "As Built" or "Record Drawing" information which may be available from the MDWASD and the various utility companies for the survey route site.

The proposal will be split into three tasks:

- Task 1: (per April 20, 2011 email) provide a complete utility survey and ROW/Easement on the two alternatives shown
- Task 2: full survey as described below
- Task 2a: provide softdig information, easement services, title company services as described below

Provide a Baseline and Stationing for profile. The survey stationing shall begin at 0+00, commencing at the point shown on Attachment I at N.W. 36<sup>th</sup> St. and continue to the end of the survey at a gas meter located at the southwest corner of the Hialeah WTP.

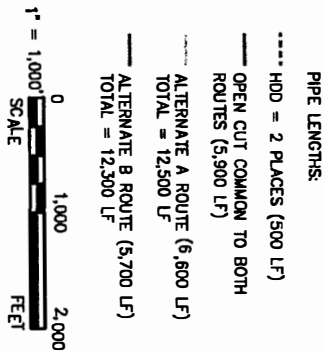
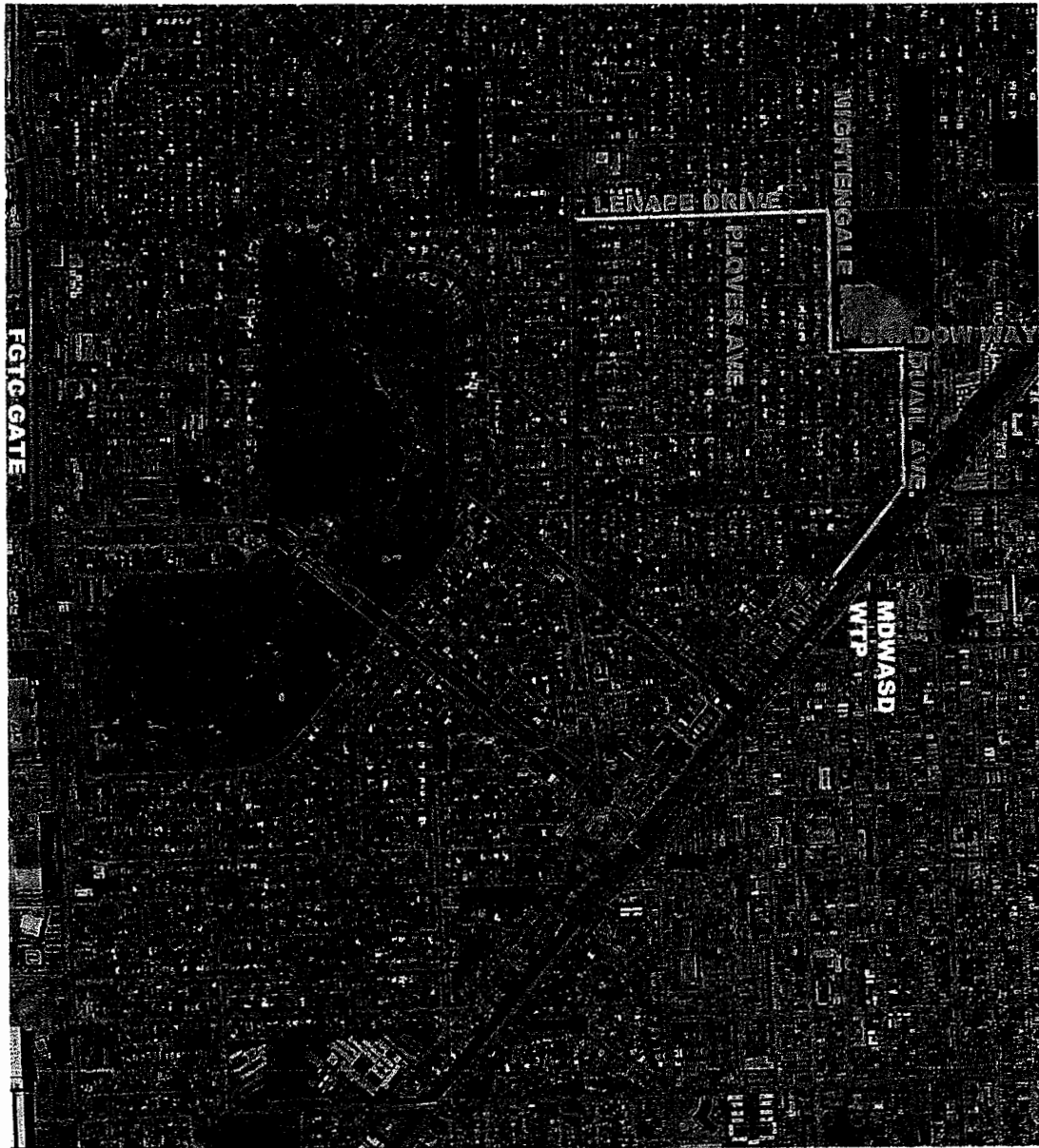
The survey shall be performed in accordance with the Florida Department of Business Regulation Chapter 5J-17.052 and shall be the type as defined as survey type "(1) Record Survey", "(11) Specific Purpose Survey" and "(12) Topographic Survey", utilizing NAVD88 as the vertical reference datum. The surveyor's price shall be based on the following scope:

- A. As defined the Florida Department of Business Regulation Chapter 5J-17.052 survey type "(1) As Built/Record Survey", "(12) Topographic Survey", including property lines and easements, and "(11) Specific Purpose Survey" identifying and labeling all items noted in Paragraph B below. Provide Legal Description of the property to be surveyed, including Section, Township, Range and Tax Folio Number. The Survey shall encompass the entire street from right of way to right of way. The Survey shall be performed using State Plain coordinates in true XY indicating benchmarks and control points. Points surveyed at grade shall be taken using COGO indicating point number, elevation and description.
- B. Locate and measure exterior dimensions of all on-site items as indicated in the area shown on Attachment I and paragraph above, **including but not limited to:**

1. Electrical conduits, poles, lights, cables, overhead lines, etc...
  2. Transformers, Lighting Control Panels, etc.
  3. Catch Basins, Storm Sewer Inlets and associated piping in, and which crosses through the area to be surveyed including the inverts of pipes location of manholes.
  4. Sanitary sewer manholes (on-site and in the street) and associated piping which crosses through the area to be surveyed including the inverts of pipes and location of manholes. In the event that any storm sewer or sanitary sewer pipe inverts or bottom elevations cannot be located in any manholes or storm drain structures the surveyor shall provide the engineer a list of those structures. The surveyor shall contact the City, which shall make arrangements to have the structures pumped down to permit the surveyor access to the inverts. The bid price include any additional field work by the surveyor to obtain any missing invert or structure elevations.
  5. Valves, Valve Boxes and Vaults, and where applicable, depth of vault and top of pipe elevations..
  6. Water Meters, Backflow Preventers and Spigots including depth of box and where available, elevations of pipes and valves.
  7. Fences and Gates, including type and height. Driveways, including material.
  8. Shrubs and trees (including tree trunk diameter) and name of shrub or tree or botanical classification.
  9. Survey for 100' south of NW 36<sup>th</sup> Street ROW. A gas gate station will be proposed south of the ROW line (within what appears to be MIA owned property).
  10. Outside Hialeah WTP property ROW at southwest corner.
  11. Label edge of Pavement and centerline of Roads, curbs, gutter and any appurtenances on the area surveyed. Survey centerline of Roads.
  12. Obtain grade elevations along the route, temporary bench marks, reference bench marks and spot elevations on a 50 foot grid.
  13. Prior to performing field work the Surveyor shall contact [callsunshine.com](http://callsunshine.com) to arrange for identification of existing underground utilities.
  14. The surveyor is advised that directional drilling will be used to install the gas main under the canal at Okeechobee Road and also in the Melrose Drive block of Lenape Drive. The survey shall encompass the canal bank and bottom of canals.
- C. The Survey shall be drawn utilizing Autodesk layout tabs. Drawing Borders shall be placed in paperspace and all scaled site data shall be drawn in modelspace. Each paperspace layout tab shall contain a Plan viewport at a scale of 1"=40' and a Profile viewport with a horizontal scale of 1"=40' and a vertical scale of 1"=4', per M-DWASD standards. Match Lines shall be provided on each of the Plan viewports and Stationing shall be shown on each of the Profiles to encompass the entire length of the Survey. All surveyed data, including aboveground

and underground utilities, shall be drawn and labeled on the Plans and Profiles.

- D. The Survey must be in compliance with MDWASD CAD standards.
- E. Soft digs: Up to ten (10) soft digs/vacuum test holes shall be performed as part of the survey. Test holes will be provided to you by AECOM after potential utility conflicts are identified by AECOM.
- F. Easement documents. Prepare up to two (2) easement documents which contain the legal description for the easement needed.
- G. Retain title company as necessary to provide confirmation of ownership along route.
- H. Coordination: The surveyor shall coordinate with AECOM for the site visit one day before the planned date.
- I. Deliverables include:
  - 1. Five (5) signed and sealed survey plans of the project Survey.
  - 2. AutoCAD files of the site. Each of the entities, color and line type shall be controlled "bylayer" and shall conform with M-DWASD CAD standards.
  - 3. All pertinent Autodesk files.
  - 4. Soft dig results with location shown on survey map
  - 5. Easement information as required
  - 6. Title search results
  - 7. Surveyor's performance schedule (survey only):  
Commence Date: TBD  
Completion Date: within 4 weeks of Notice to Proceed by 12:00 noon.



ATTACHMENT I	PROJECT NO:	04151529
	CAD DWG FILE:	WTP
	DESIGN BY:	J. PENKOSKY
	DRAWN BY:	A. WALKER
	DATE:	4-20-11
	SCALE:	AS NOTED

PROPOSAL - MIAMI-DADE WASD  
4" GAS MAIN FROM FGTC AT MIA TO ORR WTP

**SURVEY ROUTE**

GENERAL



AECOM TECHNICAL SERVICES  
13450 W. SUNRISE BLVD., SUITE 200  
SUNRISE, FLORIDA 33323  
(954) 745-7200

CERTIFICATE OF AUTHORIZATION NO. 8115

**ATTACHMENT F - TA#15, Preliminary Surface Utility and ROW/Easement Survey: Labor Expenses for Survey Services**

Position	Name & (Company)	Labor Multiplier	Hourly Rate		Survey Task 1				Total Labor Hours	Total Costs
			\$	Hrs	\$	Hrs	\$	Hrs		
		[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	
								0	\$0.00	
Principal Surveyor	Geoffrey Leiter, [Leiter Perez & Associates]	N/A	159.00	19				19	\$3,021.00	
Surveyor-Computer	Henry Grier Edmunds, Irene Perez, [Leiter Perez & Associates]	N/A	90.00	150				150	\$13,500.00	
Survey Crew (2 field crews)	Collie Smith, John Bojnansky, Jose Montiel, [Leiter Perez & Associates]	N/A	147.88	140				140	\$20,702.50	
								0	\$0.00	
								0	\$0.00	
								0	\$0.00	
								0	\$0.00	
								0	\$0.00	
Sub-totals								309	\$37,223.50	
<b>Summary of Direct Expenses</b>										
	Units		No. of		\$/Unit					Total
Mileage					\$0.29/mile (for survey crew)					
Survey Materials			1		Lump Sum					
Copies, Fed-Ex, Plats, Other Direct Costs			1		Lump Sum					197.50
								Subtotal Direct Expense	\$	197.50
<b>TOTAL LABOR AND DIRECT EXPENSES</b>										<b>\$37,421.00</b>

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

NOTE 1. Task 1 Preliminary Surface Utility, and ROW/Easement Survey, approximately 18,700LF=\$2.00/ft  
 2. Hourly Rates as per our EDP Contract with Miami-Dade County Public Works, dated March 24, 2010.

ATTACHMENT F - TA#15, Full Route Survey and Hydrographic Canal Crossing Survey: Labor Expenses for Survey Services													
Position	Name & (Company)	Labor Multiplier	Hourly Rate	Survey Task 2								Total Labor Hours	Total Costs
			\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hours	\$
		[1]	[2]	[3]		[4]		[5]		[6]		[7]	[8]
												0	\$0.00
Principal Surveyor	Geoffrey Leiter, [Leiter Pere	N/A	159.00	42								42	\$6,678.00
Surveyor-Computer	Henry Grier Edmunds, Irene Perez, [Leiter Perez & Associates]	N/A	90.00	270								270	\$24,300.00
Survey Crew (2 field crews)	Collie Smith, John Bojnansky, Jose Montiel, [Leiter Perez & Associates]	N/A	147.88	320								320	\$47,320.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
Sub-totals												632	\$78,298.00
Summary of Direct Expenses													
Units		No. of	\$/Unit									Total	
Mileage			\$0.29/mile (for survey crew)										
Survey Materials		1	Lump Sum										
Copies, Fed-Ex, Hydrographic Equip., Other Direct Costs		1	Lump Sum									274.00	
											Subtotal Direct Expense	\$ 274.00	
<b>TOTAL LABOR AND DIRECT EXPENSES</b>												<b>\$78,572.00</b>	

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

NOTE: 1. Task 2 Full Route Survey and Hydrographic Canal Crossings Survey, approximately 13,000LF and (2) canal crossings = \$6.00/ft  
 2. Hourly Rates as per our EDP Contract with Miami-Dade County Public Works, dated March 24, 2010.

ATTACHMENT F - TA#15, Provide Softdig Information, Easement Services, Title Company Services: Labor Expenses for Survey Services													
Position	Name & (Company)	Labor Multiplier	Hourly Rate	Survey Task 2a								Total Labor Hours	Total Costs
				Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$		
		[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]				
										0	\$0.00		
Principal Surveyor	Geoffrey Leiter, [Leiter Perez & Associates]	N/A	159.00	9						9	\$1,431.00		
Surveyor-Computer	Henry Grier Edmunds, Irene Perez, [Leiter Perez & Associates]	N/A	90.00	40						40	\$3,600.00		
Survey Crew (2 field crews)	Collie Smith, John Bojnansky, Jose Montiel, [Leiter Perez & Associates]	N/A	147.88	40						40	\$5,915.00		
										0	\$0.00		
										0	\$0.00		
										0	\$0.00		
										0	\$0.00		
										0	\$0.00		
Sub-totals										89	\$10,946.00		
Summary of Direct Expenses													
Units		No. of	\$/Unit								Total		
Ten (10) Soft digs by Others		10	\$400/soft dig Estimated - Locations to be determined.								4000.00		
Copies, Fed-Ex, Hydrographic Equip., Other Direct Costs		1	Lump Sum								54.00		
Title Services by Others (Abstract of ROW)		1	Lump Sum = \$5000 Estimated - Alternative Route to be determined.								5000.00		
Subtotal Direct Expense										\$	9,054.00		
<b>TOTAL LABOR AND DIRECT EXPENSES</b>											<b>\$20,000.00</b>		

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

NOTE: 1. Task 2a Providing Softdig Information, Easement Services, Title Company Services - Estimated.  
 2. Hourly Rates as per our EDP Contract with Miami-Dade County Public Works, dated March 24, 2010.  
 3. Softdigs and Title Services performed by Others.

April 25, 2011  
(Revised May 2, 2011)

AECOM  
13450 W. Sunrise Boulevard, Suite 200  
Sunrise, Florida 33323

Attention: Mr. Jim Penkosky, P.E.  
Senior Project Designer

Re: Revised Technical and Fee Proposal for Geotechnical Services  
**Proposed 4-Inch Diameter Gas Pipeline**  
From NW 36<sup>th</sup> Street to the MDWASD Hialeah Water Treatment Plant  
Miami-Dade County, Florida  
GEOSOL Proposal No. P-211150-R1

Dear Mr. Penkosky:

In accordance your requests on April 21 and May 2, 2011, Geosol, Inc. (GEOSOL) is pleased to submit the enclosed revised technical and fee proposals to provide geotechnical services for the above-referenced project. This technical proposal briefly discusses our understanding of the project based on the information you provided on April 21, 2011 and May 2, 2011.

The Miami-Dade Water and Sewer Department (MDWASD) is proposing to install a 4-inch diameter pipeline with an approximate length of 13,000 linear feet. The pipeline begins at NW 36<sup>th</sup> Street and runs north through Miami Springs then crosses the Miami Canal and ends at the MDWASD Hialeah Water Treatment Plant. It is anticipated that the water main will be installed using an open-cut method with the exception of the crossing under the Miami Canal and Okeechobee Road and the crossing under a canal along NW 62<sup>nd</sup> Avenue, which will utilize a directional drilling method (approximately 300 feet).

As you requested on April 21, 2011, the scope of our work for the project will include the performance of soil borings, laboratory testing, data evaluation, engineering analysis, construction suggestions and considerations. The findings will be presented in our Geotechnical Report for the project.

As discussed with you on April 21 and May 2, 2011, we recommend performing test borings at 500-foot intervals along the proposed gas main alignment. Therefore, a total of twenty-six (26) test borings will be required for the 13,000 linear feet of 4-inch diameter gas main that will be installed utilizing an open-cut method. As requested by MDWASD, these borings will be performed to depths of 10 feet below existing grades. Additionally, we will perform a total of four (4) test borings to depths of 25 feet below existing grades for the areas where the 4-inch diameter gas main will require directional drilling (two test borings per site).



5795-A N.W.151<sup>rd</sup> Street  
Miami Lakes, FL 33014  
Phone (305) 828-4367; Fax (305) 828-4235  
E-mail: geosolusa@bellsouth.net



Revised Technical and Fee Proposals for Geotechnical Services  
Proposed 4-Inch Diameter Gas Pipeline  
From NW 36<sup>th</sup> Street to the MDWASD Hialeah WTP  
Miami-Dade County, Florida - GEOSOL Proposal No. P-211150-R1

2

Based on the requested scope of services, the field testing can be completed in about nine (9) working days to complete (including boring layout, utility clearance and performance of test borings). The laboratory testing program will take about three (3) working days to complete. A geotechnical report can be submitted within about five (5) working days following completion of the field and laboratory testing programs. Therefore, we suggest assuming about a three (3) to four (4)-week period from notice to proceed to the submittal of our geotechnical report. However, we will pledge all of our corporate resources to expedite our work as much as possible to meet the project schedule.

Based on the revised scope provided, we can complete the geotechnical services for a lump sum of **\$28,035.00**. If you require and authorize additional geotechnical work for the study, that work would be performed and billed at the unit rates shown on the enclosed fee proposal. Payment is to be made within 30 days from the invoice date.

GEOSOL appreciates your consideration of our firm to undertake this project. If the proposal is satisfactory, kindly indicate so by signing and returning the Acceptance of Geotechnical Services section below. Should the proposal require any clarification or amplification, please contact us.

Sincerely,

**GEOSOL, INC.**



Oracio Riccobono, P.E.  
Senior Geotechnical Engineer/President



Reinaldo Villa, P.E.  
Project Geotechnical Engineer

cc: Addressee (1)  
File (1)

Attachments: Attachment 1 – Revised Fee Proposal

**ACCEPTANCE OF GEOTECHNICAL SERVICES**

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011

BY: \_\_\_\_\_

PLEASE PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_



Revised Technical and Fee Proposals for Geotechnical Services  
Proposed 4-Inch Diameter Gas Pipeline  
From NW 36<sup>th</sup> Street to the MDWASD Hialeah WTP  
Miami-Dade County, Florida - GEOSOL Proposal No. P-211150-R1

3

**ATTACHMENT 1**

REVISED FEE PROPOSAL



**GEOSOL, INC.**  
**REVISED FEE PROPOSAL FOR GEOTECHNICAL SERVICES**  
**4-Inch Diameter Gas Pipeline**  
**From NW 36th Street to the MDWASD Hialeah WTP**  
**Miami-Dade County, Florida**

**GEOSOL PROPOSAL No. P-211150-R1**

<u>DESCRIPTION</u>	UNITS	# OF UNITS	UNIT RATE (\$)	TOTAL \$
<b>1. FIELD INVESTIGATION</b>				
Mobilization of Truck Mounted Drill Rig (up to 100 feet of drilling per day)	each	4	\$350.00	\$1,400.00
Borings Standard Penetration per ASTM D-1586 - Penetration Depth 0' - 50' (26 SPT's to 10 feet)	feet	260	\$20.00	\$5,200.00
Borings Standard Penetration per ASTM D-1586 - Penetration Depth 0' - 50' (4 SPT's to 25 feet)	feet	100	\$20.00	\$2,000.00
Grout Seal Boreholes	feet	360	\$8.00	\$2,880.00
Engineer Technician (Boring layout, Utility Clearance and Site Meetings) - 1 hour per location	hour	30	\$63.00	\$1,890.00
<b>SUB-TOTAL (FIELD EXPLORATION PROGRAM)</b>				<b>\$13,370.00</b>
<b>2. LABORATORY TESTING PROGRAM</b>				
Moisture Content	each	15	\$38.00	\$570.00
Grain Size per AASHTO T-27 (Sieve Analysis Only)	each	5	\$64.00	\$320.00
Material Finer than 200 Sieve per ASTM C-117	each	5	\$45.00	\$225.00
Organic Content (by incineration)	each	5	\$50.00	\$250.00
Resistivity Test (1 per boring per MDWASD)	each	30	\$144.00	\$4,320.00
<b>SUB-TOTAL (LABORATORY TESTING PROGRAM)</b>				<b>\$5,685.00</b>
<b>3. ENGINEERING AND TECHNICAL SERVICES</b>				
Senior Engineer	hour	12	\$135.00	\$1,620.00
Professional Engineer	hour	30	\$115.00	\$3,450.00
Staff Engineer	hour	16	\$85.00	\$1,360.00
C.A.D. Operator	hour	30	\$70.00	\$2,100.00
Clerical / Administrative	hour	10	\$45.00	\$450.00
<b>SUB-TOTAL (ENGINEERING SERVICES)</b>				<b>\$8,980.00</b>
<b>TOTAL GEOTECHNICAL FEES FOR PROJECT</b>				<b>\$28,035.00</b>

**Notes:**

1) Unit rates on this proposal are consistent with those used for Contract No. E09-PW-02 (2010 Rates).



May 6, 2011

Jim Penkosky, P.E.  
Senior Project Manager  
AECOM  
13450 West Sunrise Boulevard, Suite 200  
Sunrise, Florida 33323

**Reference: Permitting services for 12" Gas Pipeline**

Dear Mr. Penkosky:

As per your request, A.D.A. Engineering, Inc. (ADA) is providing this scope and fee proposal for your review and approval. Services to be provided under this scope and fee proposal will be detailed under the Scope of Work section.

**Introduction**

The Miami-Dade Water and Sewer Department (WASD) is proposing a gas by-pass gate station and transmission pipeline from the Florida Gas Transmission line at the closest points to MDWASD's Hialeah Water Treatment Plant (WTP). The gas pipeline is approximately 13,000 lf beginning at NW 36<sup>th</sup> Street in Miami, running north through the Village of Virginia Gardens and the City of Miami Springs then crossing the Miami Canal to the Hialeah WTP.

**Scope of Work**

**Task 1. Permit Package**

AECOM will prepare the Permit Packages and obtain applicable signatures with AECOM once the 90% submittal (Permit Dry Run Submittal) has been reviewed and approved. ADA will obtain the signatures from WASD and submit the Permit Packages and checks to the respective permitting agencies. Responses to all RAI's will be performed by AECOM. All copies required for the permit packages will be provided by AECOM and checks for all permit fees are to be provided by AECOM or WASD.

It's anticipated that there will be coordination with the following:

- a. Florida Department of Transportation (FDOT) utility permit for crossing under Okeechobee Road and running along NW 36<sup>th</sup> Street
- b. Miami-Dade County DERM Class III for crossing under South Side Canal within the city of Miami Springs
- c. Miami-Dade County WASD permit for constructing a gas pipeline per WASD pipeline standards
- d. Miami-Dade County Public Works for MOT and restoration approval along North Royal Poinciana Boulevard

Mr. Penkosky, PE  
05/06/11  
Page 2

- e. Miami-Dade Aviation Department (MIA) for FGTC gate station location and Perimeter Drive pipe route
- f. Village of Virginia Gardens for MOT and restoration approval along NW 62<sup>nd</sup> Avenue
- g. City of Miami Springs for MOT and restoration approval along city streets including NW 62<sup>nd</sup> Avenue
- h. SFWMD ROW standard permit for crossing under Canal C-6 (Miami Canal) and possibly an ERP
- i. United States Coast Guard since the Miami Canal is navigable
- j. City of Hialeah since the gas line will run through its city limits eventhough it will be via horizontal directional drilling
- k. Florida Department of Environmental Protection


A pre-application meeting will be held as necessary with each agency listed. The hours allocated for permitting include the initial submittal of the permit package and 1 resubmittal. Subsequent submittals are not included under this scope and fee proposal and will be considered additional services. ADA will provide a written scope and fee proposal prior to commencing any additional services.

#### **Compensation**

ADA's fee for the services outlined above is a lump sum of \$44,228.30 (Forty Four Thousand Two Hundred Twenty Eight Dollars and Thirty Cents).

We appreciate the opportunity to continue working together. If you have any questions, please contact me.

Cordially,  
**A.D.A. Engineering, Inc.**



Albert Argudin, Jr, CGC

LUMP SUM FEE

5/6/2011

**A.D.A. Engineering, Inc - Hialeah WTP Gas Line**

Position	Name & (Company)	Labor Multiplier	Task 1 (Preapplication Meetings)		Task 2 (Permitting of Gas Line)		Total Labor (Sum)	Raw Costs (7 X 2)	Multiplied Costs (x 8)	(1)				
			Hourly Rate	Hrs	Hourly Rate	Hrs								
			\$	Hrs	\$	Hrs	\$	\$	\$	\$				
			\$ -		\$ -		\$ -	\$ -	0	0				
Project Manager	Albert Argudin, Jr, CGC	2.85	\$ 65.00		\$ -	24	\$ 1,560.00	\$ -	\$ -	24	1,560	4,446		
Senior Engineer	Oscar Rubio, PE	2.85	\$68.00	40	\$ 2,720.00	48	\$ 3,264.00	\$ -	\$ -	88	5,984	17,054		
Staff Engineer	Shahin Rahman, PE	2.85	\$31.00		\$ -	256	\$ 7,936.00	\$ -	\$ -	256	7,936	22,618		
Administrator/Clerical		2.85	\$0.00	0	\$ -		\$ -	\$ 2.00	\$ -	0	0	0		
Sub-totals				40	\$2,720.00	328	\$12,760.00	0	\$2.00	0	\$0.00	368	15,480	44,118

**Summary of Direct Expenses**

Units	No. of	\$/Unit	Total
Air Travel		Coach class - from to	\$0
Lodging (by days)		See Attached "Maximum Daily Lodging Rates"	\$0
Car Rental (by days)		\$35.00/day	\$0
Gas (for rental cars only)		\$3.15/gallon	\$0
Food			
Breakfast		\$3.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	\$0
Lunch		\$6.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	\$0
Dinner		\$16.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	\$0
Mileage		\$0.51/mile (for use of personal vehicle)	0.00
Subtotal Direct Expense			\$ -
Total Labor and Direct Expenses = \$		44,118.00	
IG of .25% (if applicable) =		110.30	
Labor, Direct Expense and I.G. \$			44,228.30

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the

**Summary of Reimbursable Expenses**

Units	No. of	\$/Unit	Total
			0.00
			0.00
			0.00
			0.00
			0.00
Subtotal			\$ -
IG of .25% (if applicable) = \$		-	
Reimbursable Expense & I.G. \$			-

Notes 2.- For invoices where Permit Fees are billed, receipts must be submitted.

Total Fee \$ 44,228.30

**Exhibit D: CONFIDENTIAL  
FCG Cost Support  
Documentation  
(Redacted Version)**

**Pages 1-2 are Public  
Pages 3-27 are Confidential**

Florida City Gas  
Cost of Service Analysis  
2014 TSA MDWASD

1. Current Rate-Cost Compare

	A	B	C	D	E	F	G	H	I	J
1	Orr	Volumes Per 2011 TSA (see notes)	FCG Cost per Settle	Staff Reco Cost for 2013	2011 TSA Rates	Staff Reco Margin \$	Staff Reco Margin %	FCG Margin \$	FCG Margin %	
2	Tier 1	Less 3.2m	\$0.0212	\$0.0259	\$0.0284	\$0.0025	8.80%	\$0.0072	25.35%	
3	Tier 2	3.2m-3.69m	\$0.0197	\$0.0212	\$0.0227	\$0.0015	6.61%	\$0.0030	13.22%	
4	Tier 3	3.7m & +	\$0.0183	\$0.0183	\$0.0185	\$0.0002	1.08%	\$0.0002	1.08%	
5										
6		Note: For cost analysis, FCG used historic number (3.2m) for Tier 1 and Tier 2 tier midpoint (3.45m).								
7		Note: For cost analysis, Staff used lowest actual therms since 2003 for Tier 1 (2.62m) & Tier 2 min. vol.								
8		Note: Staff Reco said margin less than 1% was too low; no acceptable minimum stated.								
9		Note: Highest recorded volumes for Orr were 4.2m in 2003 and 4.1m in 2006.								
10										
11										
12	Hialeah	Volumes Per 2011 TSA (see notes)	FCG Cost per Settle	Staff Reco Cost for 2013	2011 TSA Rates	Staff Reco Margin \$	Staff Reco Margin %	FCG Margin \$	FCG Margin %	
13	Tier 1	Less 1.8m	\$0.0312	\$0.0323	\$0.0350	\$0.0027	7.71%	\$0.0038	10.86%	
14	Tier 2	1.8m-2.29m	\$0.0274	\$0.0312	\$0.0281	-\$0.0031	-11.03%	\$0.0007	2.49%	
15	Tier 3	2.3m & +	\$0.0244	\$0.0244	\$0.0245	\$0.0001	0.41%	\$0.0001	0.41%	
16										
17		Note: For cost analysis, FCG used historic number (1.8m) for Tier 1 and Tier 2 midpoint (2.05m).								
18		Note: For cost analysis, Staff used lowest actual therms since 2003 for Tier 1 (1.8m) & Tier 2 min. vol.								
19		Note: Staff Reco said margin less than 1% was too low; no acceptable minimum stated.								
20		Note: Highest recorded volumes for Hialeah were 2.8m in 2003 and 2006 and 2.7m in 2012.								
21										
22	See Next Page for Column Headings Explanation and Basis									



Florida City Gas  
Cost of Service Analysis  
2014 TSA MDWASD

Exhibit D  
4/22/2013  
Page 2 of 27  
2. Column Headings

Column	Explanation-Basis
A	Tiers for Orr and Hialeah
B	2011 TSA volumes for each tier for Orr and Hialeah
C	FCG's costs as report to PSC in the settlement; Staff Reco page 25
D	Staff's calculation of cost based upon the adjustments it made to the settlement for 2013; Staff Reco page 26
E	These are the current rates in the 2011 TSA as approved by the PSC
F	PSC Staff's calculation of the margin in \$ using Staff's costs; Column E-D
G	PSC Staff's calculation of the margin in % using Staff's costs; Column E-D
H	FCG's calculation of the margin in \$ using FCG's costs; Column E-C
I	FCG's calculation of the margin in % using FCG's costs; Column E-C

**Exhibit D: CONFIDENTIAL  
FCG Cost Support  
Documentation  
(Redacted Version)**

**Pages 3-27 are  
Redacted in their Entirety**

Exhibit E:  
Plant Reconstruction & Lime  
Reprocessing Information

Exhibit E  
Plant Reconstruction and Lime Reprocessing Information  
Page 1 of 10

**From:** Marc Seagrave [mailto:mseagrav@aglresources.com]  
**Sent:** Monday, March 04, 2013 2:15 PM  
**To:** 'Hicks, Gregory D. (WASD)'; Jack Langer  
**Cc:** Jesse Killings; Brian Sulmonetti; Mike Morley; Floyd R. Self  
**Subject:** RE: Update

Greg,

Thank you for the information. We are working diligently to arrive at our proposal for a successor TSA. I've been working on this matter every day since we received the supporting documentation that you provided. We are getting close and I am hopeful to have something back to you this week.

The information you've provided today is very helpful to point out that it is certainly in the best interest of MDWASD to utilize natural gas in the quicklime process. I'll keep you posted and please continue to work with us and we'll get this done!

Best regards,

Marc

**Marc S. Seagrave**  
Director, New Business Development &  
Energy Efficiency Programs  
AGL Resources - Florida City Gas

955 E. 25th St. Hialeah, FL 33013  
305-835-3651 office  
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305-691-7335 fax  
[mseagrav@aglresources.com](mailto:mseagrav@aglresources.com)

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**From:** Hicks, Gregory D. (WASD) [<mailto:GREG@miamidade.gov>]  
**Sent:** Monday, March 04, 2013 1:56 PM  
**To:** Marc Seagrave; Jack Langer  
**Cc:** Jesse Killings; Brian Sulmonetti; Mike Morley; Floyd R. Self  
**Subject:** RE: Update  
**Importance:** High  
**Sensitivity:** Confidential

Marc,

WASD two Water Plants locations use approximately 300 tons daily of Quicklime to maintain the treatment process of 300 plus million gallons 24-7-365. Each kiln can recalcine about 75 tons daily, about half what is required at each plant. Quicklime current price is \$224.81 per ton by rail and \$244.68 per ton by truck. I attached the previous six month award which is calculated using 180 days times 150 tons per day. The estimated six month Quicklime cost is \$6,367,920 which averages \$1,061,320 estimated monthly expenditure assuming the lime kilns are fully functional and recalcining 150 tons daily between both plants.

Based on this documented award information, a lime kiln being out of service for two months would cost the department an additional \$1,061,320 for the necessary Quicklime to maintain the required number of gallons that must be successfully treated every day.

It makes no business sense whatsoever to think that WASD would prefer the lime kilns to be out of service. That is why they were taken out of service and a major rehabilitation completed on both kilns.

When can we expect to have a draft agreement to take to Deputy Director Joe Ruiz? Time is once again slipping away and I need to inform you the design of a by-pass for WASD is in full motion. My current information will fall on deaf ears until the draft agreement is available for review. Jack and I need to present something very soon or we will be on the outside looking in. I trust you understand the gravity of what I am saying.

All the best,

**Gregory D. Hicks, CPPB**  
**Chief, Stores & Procurement**  
**Miami-Dade Water & Sewer**  
Phone: (786) 552-8049  
Fax: (786) 552-8549  
E-mail: [greg@miamidade.gov](mailto:greg@miamidade.gov)  
Website: [www.miamidade.gov](http://www.miamidade.gov)  
"Delivering Excellence Every Day"

**From:** Marc Seagrave [<mailto:mseagrav@aglresources.com>]  
**Sent:** Wednesday, February 27, 2013 2:35 PM  
**To:** 'Jack Langer'; Hicks, Gregory D. (WASD)  
**Cc:** Jesse Killings; Brian Sulmonetti; Mike Morley; 'Floyd R. Self'  
**Subject:** RE: Update

Jack,

Thank you very much for the timely response to our information request. We recognize that MDWASD is negotiating in good faith and we're gratified that to know that the feeling is mutual. As mentioned, we asking for supporting documentation that will satisfy the PSC's requirements for specific cost data. Since we rely heavily on historical consumption figures for both the bypass cost analysis and our cost to serve for both facilities in question, we will need to explain how we arrived at our estimates. We need to be very prepared to answer any questions that may be asked about our confidence in the forecasted consumption over the life of a successor TSA.

We are very happy to hear of Miami-Dade's potential plans for a fleet transition to natural gas and we highly encourage MDWASD to consider the installation of compression and fueling equipment at both water treatment facilities.

We are working on this matter as we speak and hope to be back with you shortly.

Sincerely,

Marc

Exhibit E  
Plant Reconstruction and Lime Reprocessing Information  
Page 4 of 10

**Marc S. Seagrave**  
Director, New Business Development &  
Energy Efficiency Programs  
AGL Resources - Florida City Gas

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305-691-7335 fax  
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**From:** Jack Langer [<mailto:jlanger1@bellsouth.net>]  
**Sent:** Wednesday, February 27, 2013 1:16 PM  
**To:** Marc Seagrave; 'Hicks, Gregory D. (WASD)'  
**Cc:** Jesse Killings; Brian Sulmonetti; Mike Morley; 'Floyd R. Self'  
**Subject:** RE: Update

Marc et all.,

Thank you for the update of your meeting in Tallahassee. FCG, being aware of WASD's historical gas consumption, the main element..... in this writers opinion..... is that Miami-Dade Water & Sewer Department wishes to purchase local transportation service from FCG for a minimum of 10 years at the same price it is presently paying, allowing for small adjustments in years 6 through 10. As to points raised in your memo, we will attempt to answer with the best information available.

Exhibit E

Plant Reconstruction and Lime Reprocessing Information

Page 5 of 10

- 1) **QUESTION:** Will MDWASD provide a written account of what future outages (regularly scheduled) at both the Hialeah and Orr facilities will be?

**ANSWER:** According to the WASD plant supervisor, when both plants are up and running on a regular basis, the only scheduled downtime for repairs will be a bi-annual (+-) shut down for approximately 2 weeks duration. For example, the Hialeah Plant underwent a major overhaul during the months of November/ December '08 and January/February '09 and since that time..... approximately 46 months..... has been operating continuously without any emergency shutdowns (with the exception of October 2010 for a short time). The Hialeah plant will shutdown in late March or early April, 2013 for approximately 2 weeks for its bi-annual inspection. WASD also expects when the Orr Plant is full operation (mid-late March) the operating time will be the same as Hialeah.....24/7/365/year.

ORR PLANT: A general description of work being done to repair/modernize the Orr facility is:

- Re-bricking entire kiln \$1,000,000
- Replace pre-heat chain section \$ 600,000
- Realigned main drive gear \$ 100,000
- Rebuilt main drive gear \$ 100,000
- Replace balancer on induced draft fan \$ 100,000
- Removed asbestos from lime plant \$ 100,000

After this extensive work has been completed WASD estimates the future gas consumption will be on par or close to years 2003/2004 with annual consumption of 4.2MM therms and 4.3 MM therms respectively. Based on its long history of kiln operation, WASD does not expect many emergency shutdowns after both kilns are fully repaired and operating (note recent history of Hialeah kiln). The recent repair/overhaul/modernization of the Orr lime kiln plant cost WASD approximately \$2,000,000 (+-)not including additional electrical work that is planned after kiln is in operation. One could reasonably expect continued use of this kiln after WASD spending that sum for repair.

- 2) **QUESTION:** Are there any estimates as to future natural gas consumption at both facilities?

**ANSWER:** From information provided me, WASD anticipates the lime kilns to be operative for many years to come. WASD is also aware of and is investigating the use of CNG (compressed natural gas) for its vehicles.....quite possibly at both plants. At this time we do not have a definite time frame for CNG and as you know, this subject is being studied County wide. In addition, WASD is considering adding natural gas fueled high service emergency pumps and back up electrical generators for its plant(s).



Exhibit E  
Plant Reconstruction and Lime Reprocessing Information  
Page 6 of 10

MD-WASD has a long history of natural gas consumption at both Orr and Hialeah plants and I am told the intent is to continue using natural gas for the foreseeable future. I trust the above is beneficial and answers your questions in a satisfactory manner.

WASD, acting in good faith, has provided information and data requested by FCG in its negotiations; my client is now interested in receiving a new TSA for its review. Please advise when this will be available for delivery to Mr. Ruiz.

Thank you for your assistance in this matter.

Cordially,

Jack Langer

**From** Marc Seagrave [<mailto:mseagrav@aglresources.com>]  
**Sent:** Monday, February 25, 2013 3:01 PM  
**To:** Jack Langer; 'Hicks, Gregory D. (WASD)'  
**Cc:** Jesse Killings; Brian Sulmonetti; Mike Morley; 'Floyd R. Self'  
**Subject:** Update  
**Importance:** High

Jack,

I appreciate your call this morning regarding progress being made towards a new TSA between MDWASD and FCG. As mentioned, we had a meeting amongst our team last Thursday and we're currently evaluating the substantive elements of our negotiations and what may be included in a successor agreement. Subsequently, we have a few questions for MDWASD:

1. Our team has expressed some concern around future consistency of annual natural gas purchase volumes for both the Hialeah and Orr facilities. As you are aware, there have been numerous outages over the years, most are short lived but in the case of Alexander Orr, the facility has been down nearly a year and we understand why but we cannot predict future impacts. **Questions:** Will MDWASD provide a written account of what future outages (regularly scheduled) at both the Hialeah and Orr facilities will be? Also, would MDWASD provide a general description of the work being done to repair / modernize the Orr facility and if this work will have an impact on future gas consumption and will the investment reduce future outages and why?

2. Are there any estimates as to future natural gas consumption at both facilities? We've discussed growth in the Miami-Dade market may increase water usage therefore are there any plans for expanded use of one or both of the facilities in question?

The questions posed are in anticipation around similar questions that the PSC may ask of us. We feel the PSC is going to take particular interest in the historical consumption figures we've been working with and we're looking for support around those figures in terms of future use. (Not counting the long-term outage at Orr, the historical trends have been showing a decrease so we wish to examine this closely.

We are currently working on a number of aspects around contract content and required support for a TSA petition of the PSC. I expect that we'll have something shortly to share but in the mean time could you provide us with a written response to the questions above? Thank you.

Respectfully,

Marc

**Marc S. Seagrave**  
Market Development Manager  
AGL Resources - Florida City Gas

955 E. 25th St. Hialeah, FL 33013  
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[mseagrav@aglresources.com](mailto:mseagrav@aglresources.com)

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**Part 2-Items Awarded**

**Contract No.: 7925-1/20, Quicklime**

**Pricing for the period of August 1, 2012 through January 31, 2013**

The purpose of this contract is to establish a pre-qualified pool of vendors for purchasing and delivering of quicklime in truck and railcar loads in conjunction with the County's needs on an as-needed when-needed basis.

These award vendors are deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on a semi-annual basis (every six months). When such spot market purchases are initiated, the awarded vendors shall be invited to offer a fixed price for a specific purchasing period. The vendor then offering the lowest fixed price by item shall be awarded for the specific period. The award to one vendor for a specific period does not preclude the other vendor from submitting spot market offers for other specific periods. Spot market pricing procedures shall be initiated by the Department of Procurement Management.

Item No.	Item Description	Quantity/Unit Measure	Unit Price	Extended Price	Awarded Firm(s)
1	Quicklime delivered by rail	12,000/Tons	\$224.81	\$2,697,720	Carmeuse Lime & Stone
	Quicklime is shipped from by rail		Longview, Alabama		
2	Quicklime delivered by truck	15,000/Tons	\$244.68	\$3,670,200	Carmeuse Lime & Stone
	Quicklime is shipped from by truck		Ft. Lauderdale, Florida		

**Part 2-Pre-qualified Pool Of Vendors**

**Contract No.: 7925-1/20, Quicklime**

**Pricing for the period of August 1, 2012 through January 31, 2013**

**Vendors Contact Information**

<b>Firm Name:</b>	<b>Lhoist North America of Alabama LLC</b>	<b>Carmeuse Lime &amp; Stone, Inc</b>
<b>Address</b>	<b>4720 Cleveland Heights Blvd, Ste 203</b>	<b>11 Stanwix Street, 21<sup>st</sup> Floor</b>
<b>City/State/Zip Code:</b>	<b>Lakeland, Florida 33813</b>	<b>Pittsburgh, PA 15222</b>
<b>Phone No.:</b>	<b>(877) 644-9010 or (863) 644-9010</b>	<b>(412) 995-2017 or (412) 995-5563</b>
<b>Fax No.:</b>	<b>(863) 644-9030</b>	<b>(412) 995-5515</b>
<b>Emergency Phone No.</b>	<b>(863) 698-2483</b>	<b>(800) 445-3930 or (866) 780-0974</b>
<b>E-Mail Address:</b>	<b><u>John.thompson@lhoist.com</u></b>	<b><u>christine.filipowski@carmeusena.com</u> <u>josie.zihmer@carmeusena.com</u></b>
<b>Contact Person:</b>	<b>John L. Thompson</b>	<b>Christine Filipowski or Josie Zihmer</b>

Exhibit F:  
2014 TSA  
Track Changes to  
2011 TSA  
(Redacted Version)

There is no Confidential Version of this Exhibit since the confidential information is present in the 2014 TSA included in this filing as Exhibit A

**NATURAL GAS TRANSPORTATION SERVICE AGREEMENT  
BETWEEN  
FLORIDA CITY GAS  
AND  
MIAMI-DADE COUNTY**

Account Nos. 211-0756225-011, 211-0756239-011,  
211-0754412-011

THIS AGREEMENT made and entered into as of this \_\_\_ day of \_\_\_\_\_, 201~~2~~3, by and between Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, a New Jersey corporation, hereinafter referred to as "Company", and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Customer" (collectively, with Company, the "Parties").

**WITNESSETH:**

WHEREAS, Company's Natural Gas Tariff ("Tariff") establishes transportation service to be provided pursuant to the Load Enhancement Service Rate Schedule having certain specific terms of applicability;

WHEREAS, Customer has requested that Company continue to render natural gas transportation service to Customer in accordance with the terms and conditions of this Agreement and Company has agreed to transport Customer's gas;

WHEREAS, Customer has a verifiable and documented bypass alternative;

WHEREAS, this Agreement ~~and the Load Enhancement Service Rate Schedule are~~is subject to the approval of the Florida Public Service Commission ("Commission") before the parties may execute this Agreement; and

NOW, THEREFORE, ~~in resolution of the matters set forth in Commission Docket No.~~

~~090539-GU and~~ in consideration of the premises and mutual covenants and agreements set forth herein, the Parties agree as follows:

## ARTICLE 1

### TERM OF AGREEMENT

1. Subject to all other provisions, conditions, and limitations hereof, this Agreement shall become effective as of billings rendered on or after ~~August 1, 2009~~ January 1, 2014, upon the Commission's issuance of a final order making this Agreement effective (the "Effective Date") and the parties' execution pursuant to the terms herein. This Agreement shall continue in full force and effect through December 31, ~~2013~~ 2023, as set forth herein at which time the Agreement shall terminate (hereinafter, the "Term"). Upon written authorization by Customer, Company shall promptly file this Agreement and any related documentation with the Commission within ten (10) business days of such authorization in order to obtain the necessary Commission approvals. Company shall include Customer in any Commission filings or communications associated with the Commission's review and approval of this Agreement.

2. Company agrees, upon written request from Customer received by Company not less than one hundred eighty days (180) days prior to the termination date of this Agreement, to review the terms and conditions of the Agreement for the purpose of negotiating a successor agreement. Any successor agreement is contingent upon the Company and Customer mutually agreeing in writing to the terms and conditions for a successor term and the Commission approving such successor agreement. If this Agreement is not approved and made effective by the Commission subject to terms and conditions satisfactory to the Parties, this Agreement shall not become effective, and the parties will continue to negotiate a new agreement.

## ARTICLE II



### **APPLICABILITY OF TARIFF**

1. Based upon governing applicability provisions, the Parties hereby confirm that Customer qualifies for the Load Enhancement Service Rate Schedule.
2. Except to the extent expressly modified by the terms of this Agreement, all service rendered by Company under this Agreement shall be provided pursuant to the terms and conditions of Company's Tariff, which is incorporated fully herein by reference, as filed with and approved by the Florida Public Service Commission from time to time.
3. The rates for transportation of natural gas to Customer's listed facilities shall be as set forth in Article VII of this Agreement.

### **ARTICLE III**

#### **POINTS OF RECEIPT AND DELIVERY**

1. Customer shall arrange for the delivery of all gas to be transported by Company hereunder to take place at those interconnections between Company and Florida Gas Transmission Company ("FGT") heretofore determined Point(s) of Receipt in Miami, Florida and Hialeah, Florida. All such gas received by Company shall be redelivered to Customer at those interconnections between the distribution system of Company and the facilities of Customer heretofore determined Point(s) of Delivery.

### **ARTICLE IV**

#### **OBLIGATIONS AND REPRESENTATIONS OF CUSTOMER**

1. Customer represents and Company acknowledges that it meets all qualifications for Load Enhancement Service.
2. Customer agrees to comply with all terms and conditions of this Agreement and

the Company's Tariff, as approved by the Florida Public Service Commission, which terms and conditions are incorporated fully herein by reference and the applicable Rate Schedule as the same may be amended or modified from time to time.

3. Customer warrants that it will, at the time of delivery of gas to Company for transportation hereunder, have good and merchantable title to the gas free and clear of all liens, encumbrances, and adverse claims. Customer agrees to provide Company with any documentation which may be requested in writing by Company to evidence Customer's title to the gas transported. Company reserves the right, without penalty or liability, to refuse transportation of any gas in the event Customer fails to provide such documentation upon Company's written request.

4. Customer warrants that all gas delivered to Company for transportation hereunder shall be of a merchantable quality and shall conform to the quality requirements set forth in the tariff of FGT as filed with and approved by the Federal Energy Regulatory Commission.

## ARTICLE V

### QUANTITY

1. Customer and Company agree that as of the Effective Date of this Agreement, the maximum annual contract quantity of gas ("MACQ") that Company is obligated to deliver to Customer under this Agreement in any contract year is:

Alexander Orr Water Treatment Plant (or "Orr" Plant)  
6800 S.W. 87th Avenue  
Miami, FL 33173  
Account # 211-0756225-011  
Account # 211-0756239-011  
4,200,000 therms

Hialeah Lime Recalcination Facility (or "Hialeah" Plant)  
700 W. 2nd Avenue

Hialeah, FL 33010  
Account # 211-0754412-011  
3,300,000 therms

2. Company may, from time to time, make deliveries to Customer in excess of the above stated MACQs. However, if Customer desires to increase the MACQ for any facility, Customer will provide Company with a written request. Within ninety (90) days of the date of such request, Company shall provide Customer with proposed terms and conditions under which Company will be willing to increase MACQ. Such terms shall include, but not be limited to, Customer's willingness to pay, if necessary, an appropriate contribution to the cost of construction of additional facilities.

3. Customer hereby agrees to tender on a take or pay basis for transportation on Company's systems, during each annual period, a volume of gas equal to or greater than the minimum annual volume of 1,250,000 [REDACTED] therms per year at the Orr plant (combining the volumes for the two meters), and [REDACTED] therms per year at the Hialeah plant. These take or pay minimums for each plant shall be temporarily suspended when Customer advises Company of a service outage at a specific plant of more than 90 days, and the take or pay minimums shall be adjusted accordingly for that plant on a pro rata basis for the period of such outage.

4. The maximum daily contract quantity of gas ("MDCQ") Customer may have delivered to Company at the Points of Receipt, in the aggregate, for transportation by Company hereunder shall be 24,500 therms. During the Term of this Agreement, Customer may increase the MDCQ and/or the maximum deliveries designated herein for each Point of Receipt only with the prior consent of Company, and only upon such prior notice as Company may require under the circumstances.

## ARTICLE VI

### PARAMETERS OF SERVICE

1. \_\_\_\_\_ Company does not warrant that transportation service will be available hereunder at all times and under all conditions.

~~1.2.~~ Upon the effective date of any legislative, regulatory, judicial, or other legal action that materially affects any material terms of this Agreement, or the ability of Company or Customer to perform any material terms of this Agreement (hereinafter, the "Regulatory Change"), Company or Customer may, on thirty (30) days' written notice to the other require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required only to address the Regulatory Change. Any such modified terms shall be submitted as an amendment to the Commission for approval prior to execution by the parties, and the amended provisions shall be substituted in place of those previously in effect and shall become effective under this Agreement as of the effective date of the Commission approval unless the parties agree or the Commission orders a different date. In the event a Regulatory Change amendment is not renegotiated within ninety (90) days after such notice, the dispute may be referred to the Commission by either Party for its resolution. This paragraph does not permit a party to unilaterally seek or otherwise petition the Commission for a change in rates. Notwithstanding any Regulatory Change or any increase in rates by the Commission for a large volume customer receiving service under the GS-1250k Rate Schedule or under the Load Enhancement Service Rate Schedule, the rates in Article VII of this Agreement shall not change during the term of this Agreement except for the amount of the CPI-U increases provided in Article VII of this Agreement.

**ARTICLE VII**

**RATES AND CHARGES FOR SERVICE**

1. For the Term of this Agreement, Customer shall pay Company each month the following transportation charges for services rendered under this Agreement. The rates set forth below are subject to the tax and other adjustment terms of Company's Tariff, as applicable to the Customer.

2. The applicable natural gas transportation rates for service to Customer by Company for the period ~~August 1, 2009~~ January 1, 2014, through December 31, ~~2011~~ 2017 under this Agreement shall be as follows (for purposes of this Agreement, the volumes delivered through the two meters at Orr shall be combined cumulatively for the purpose of determining the applicable monthly rate and total annual therms for Orr):

~~Orr (service to the two meters/accounts shall be combined and treated as one) \$0.01 per therm~~  
~~Hialeah \$0.03 per therm~~

Plant	Orr		Hialeah	
	Volume	Rate	Volume	Rate
Tier 1	█ million therms* to less than █ million therms	\$ █	█ million therms* to less than █ million therms	\$ █
Tier 2	█ million therms to less than █ million therms	\$ █	█ million therms to less than █ million therms	\$ █
Tier 3	█ million therms and higher	\$ █	█ million therms and higher	\$ █

\* This is the take or pay minimum billable volume for this plant except as may be adjusted.



3. Annual Price Increase. Beginning January 1, ~~2012-2018,~~ and continuing through December 31, ~~2013-2023,~~ the rate for natural gas transported to the Customer’s Orr and Hialeah plants by Company shall be increased effective January 1 for each year by the annual United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (“CPI-U”) as reported in January of each such year for the prior twelve (12) calendar months (i.e., January 1 to December 31). For any year subject to a price increase (2018-2023), if the CPI-U for the prior year is equal to or less than zero, the rate shall not be increased or decreased but shall continue for that year unchanged from the rate of the prior year as follows:

Plant	Orr*		Hialeah		
	Volume/Rate	Volume	Rate	Volume	Rate
Tier 1		Less than 3.2 million therms	\$0.0284	Less than 1.8 million therms	\$0.0350
Tier 2		3.2 million therms to less than 3.7 million therms	\$0.0227	1.8 million therms to less than 2.3 million therms	\$0.0281
Tier 3		3.7 million therms and higher	\$0.0185	2.3 million therms and higher	\$0.0245

~~\*Note: Volumes delivered through the two meters at Orr shall be combined cumulatively for the purpose of determining the applicable monthly rate and total annual therms.~~

4. For service beginning January 1, 2014~~2,~~ Customer will notify Company of its estimated transport volumes for Orr and Hialeah no later than ten (10) days prior to the beginning of each quarter. Company will bill Customer monthly based on the applicable rate for the estimated volumes at Orr and Hialeah provided by Customer.

5. Company will perform an annual true-up of Customer’s monthly billings for Orr and Hialeah within forty-five (45) days following the conclusion of the calendar year so that Customer’s final rate per therm matches the corresponding rate per therm at each plant

respectively, based upon the total annual volumes at each plant, and which may require a refund to or a supplemental payment from Customer based upon actual volumes or failure to meet the take or pay minimum.

6. There shall be no additional charge over the rates specified in this Article for each therm transported to each facility in excess of MACQ as set forth in Article V in any contract year, provided that any transportation service in excess of the MACQ figures set forth above in any contract year do not require Company to construct additional facilities to provide such service to Customer. The terms and conditions with respect to any increase in the MACQ and construction of associated additional facilities are subject to the terms of Paragraph 2 of Article V of this Agreement.

## ARTICLE VIII

### MEASUREMENT

1. Company agrees to install and maintain facilities necessary to deliver and accurately measure the gas to Customer at the Points of Delivery.

2. Quantities of gas delivered to Company's distribution system at the Points of Receipt for the account of Customer shall be measured by FGT. All charges billed to Customer hereunder shall be based on the measurements made at the Points of Delivery. Measurement shall include temperature-correcting devices installed and maintained by Company to ensure proper billing of gas, corrected to 60 degrees Fahrenheit, at no cost to Customer.

3. Customer may, with the prior written consent of Company, which shall not be unreasonably withheld, and at no cost to Company, install check-measuring devices at the Points of Delivery.

**ARTICLE IX**  
**FULL REQUIREMENTS**

1. It is understood and agreed that Company's rendering of gas transportation service under the terms and conditions of this Agreement is in consideration of Customer's agreement to utilize exclusively such services for all pipeline-transported natural gas consumed at Customer's facilities as listed in Article V herein, from the Effective Date hereof and during the Term of this Agreement and any renewals thereof. Accordingly, Customer agrees that Customer will not, for the Term of this Agreement, and any renewals thereof, displace any service provided under this Agreement with service from any third party. However, nothing herein shall prohibit Customer from extracting and consuming landfill gas at Customer's facilities.

**ARTICLE X**  
**FACILITIES**

1. All facilities required to provide service under this Agreement shall be designed, constructed, installed, operated, maintained, and owned by Company.

**ARTICLE XI**  
**NOMINATIONS AND NOTICE**

1. Customer, or its agent supplier, shall make all nominations of service (advice regarding the next month's anticipated consumption) on Company's system hereunder on the appropriate form provided by Company. Customer, or its agent, shall submit any new nomination for service a minimum of ten (10) working days prior to the commencement of the transportation service and shall submit a request for a change to an existing nomination a minimum of three (3) working days prior to the date the change is to become effective.



2. Customer or its agent, not Company, shall be responsible for making all transportation agreements and nominations to all third parties upstream of Company's Points of Receipt. Customer may use a broker for this purpose. If Customer utilizes a broker to make such transportation arrangements and nominations on the interstate system upstream of Company's system, Customer shall identify the broker initially and upon a change.

3. All nominations and adjustments to nominations shall be directed to:

Mr. ~~Phil Buchanan~~~~Ernie Brake~~  
Manager of Gas Operations  
AGL Resources  
10 Peachtree Place NE, Suite 800  
Atlanta, GA 30309  
Office: 404-584-4161  
Cell: 404-379-3929

Any service inquiries or correspondence regarding the administration of nominations shall be directed to:

Ms. Carolyn Bermudez  
Florida City Gas  
955 E. 25<sup>th</sup> Street  
Hialeah, FL 33013  
Office: (305) 835-3606  
Cell: 786-218-0861  
Fax: 305-691-7335

OR

Mr. ~~Joe Hoyt~~~~Marc Seagrave~~  
Director New Business Development~~Senior Accounts Executive~~  
Florida City Gas-AGL Resources  
955 E. 25<sup>th</sup> Street  
Hialeah, FL 33013  
Ten Peachtree Place  
Atlanta, GA 30309  
Office: 305-835-3651 404-584-3118  
Cell: 404-217-8928Fax: 305-691-7335

4. All payments shall be directed to:

Florida City Gas  
Location 1190  
P.O. Box 5720  
Atlanta, GA 31107-0720

5. To the extent any form of notice, other than notice related to nominations or administration of nominations, must be provided to either Party, notice should be sent to the following persons:

For Miami-Dade Water and Sewer Department:

Mr. Tom Segars, Superintendent  
Water Production Division  
P. O. Box 110006  
Hialeah, FL 33011  
Phone: (305) 520-4721  
Fax: (305) 889-0156

With a copy to:

Office of the County Attorney  
Stephen P. Clark Center  
111 Northwest First Street, Suite 2800  
Miami, Florida 33128-1993

For Florida City Gas:

Ms. Carolyn Bermudez  
Florida City Gas  
955 E. 25<sup>th</sup> Street  
Hialeah, FL 33013  
Cell: 786-218-0861  
Fax: 305-691-7335

With a copy to:

General Counsel  
AGL Resources  
Ten Peachtree Place

Atlanta, GA 30309

## **ARTICLE XII**

### **FORCE MAJEURE**

1. Neither Company, nor Customer or its agents, shall be liable for damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God; strikes; lockouts; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of rules and people; civil disturbances; explosions; temporary failure of gas supply; temporary failure of firm transportation arrangements; the binding order of any court or governmental authority, which has been resisted in good faith by all reasonable legal means; acts of third parties; or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party, and which by the exercise of due diligence such Party is unable to prevent or overcome.

2. Such cause or contingencies affecting the performance by Company, Third Party Supplier, or Customer, however, shall not relieve Company or Customer of liability in the event of its concurrent negligence, or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered. In any event, the liability of Customer for damages shall be limited as provided in Section 768.28, Florida Statutes.

## **ARTICLE XIII**

## MISCELLANEOUS

1. The captions in this Agreement are for the convenience of the Parties in identification of the provisions hereof and shall not constitute a part of the Agreement, nor be considered interpretive thereof.

2. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties; provided, however, neither Party may make an assignment hereunder without having first obtained the prior written consent of the other Party. Such consent shall not be unreasonably withheld. If either Party does not provide such consent within sixty (60) days after receipt of the other Party's notification of assignment, failure to reply shall be deemed as consent. Any notification of assignment or consent to assignment shall be made by registered mail and provided to the individuals identified in Paragraph 5 of Article XI of this Agreement.

3. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any civil action arising out of this Agreement shall be Miami-Dade County, Florida.

4. This Agreement shall be subject to all of the rules and regulations of any duly constituted federal or state regulatory authorities having jurisdiction hereof. Company and Customer shall comply at all times with applicable federal, state, municipal, and other laws, ordinances, and regulations.

5. This Agreement contains the entire understanding of the Parties with respect to the matters contained herein and may be modified only in writing duly executed by authorized representatives of the Parties.

6. UNLESS EXPRESSLY SET FORTH HEREIN OR IN THE TARIFF, EXCEPT

FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMANCES SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS (INCLUDING, WITHOUT LIMITATION, COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TERMS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

7. After Commission approval, this Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

In witness whereof, MIAMI-DADE COUNTY and PIVOTAL UTILITY HOLDINGS, INC. D/B/A FLORIDA CITY GAS, by and through their duly authorized officers, have executed this Agreement as of the date first written above.

(SEAL)

PIVOTAL UTILITY HOLDINGS, INC.  
D/B/A FLORIDA CITY GAS

By: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

ATTEST:  
Harvey Ruvin

MIAMI-DADE COUNTY, a political  
subdivision of the State of Florida

By its Board of County Commissioners

Clerk of the Board:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
COUNTY MAYOR

Approved as to form and  
Legal sufficiency.

By: \_\_\_\_\_  
Assistant County Attorney