

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: March 23, 2018

TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk

FROM: Penelope D. Buys, Engineering Specialist III, Division of Engineering *PD/B* *T/S*

RE: Docket No. 20170166-WS - Application for limited proceeding rate increase in Orange County by Pluris Wedgefield, Inc.

Please add the following e-mails with attachments to the docket file. The e-mails are answers to staff's questions.

Thank you.

Penny Buys

From: Martin S. Friedman <mfriedman@ff-attorneys.com>
Sent: Friday, March 23, 2018 10:24 AM
To: Penny Buys
Cc: Robert Graves; Maurice Gallarda; Dan Winters; Joe Kuhns
Subject: RE: Docket No. 20170166 Pluris Wedgefield, Inc.
Attachments: Response to Penny Buys' 3-21-18 email.pdf

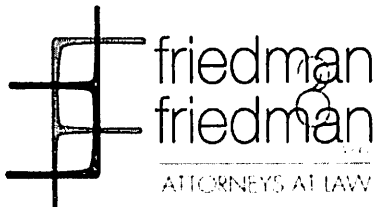
Penny,

Please see the attached response. Let me know if you need anything further.

Marty

PLEASE NOTE OUR NEW OFFICE LOCATION

MARTIN S. FRIEDMAN, ESQ.
Shareholder



600 Rinehart Road
Suite 2100
Lake Mary, FL 32746
T: 407.830.6331
F: 407.878.2178
C: 407.310.2077
mfriedman@ff-attorneys.com
[Facebook](#) | ff-attorneys.com

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From: Penny Buys [<mailto:PBuys@PSC.STATE.FL.US>]
Sent: Wednesday, March 21, 2018 4:41 PM
To: Martin S. Friedman <mfriedman@ff-attorneys.com>
Cc: Robert Graves <RGRAVES@PSC.STATE.FL.US>
Subject: Docket No. 20170166 Pluris Wedgefield, Inc.

Mr. Friedman,

The Utility provided bids for the AMI Water Meters, Maintenance Building, and Water Softening Equipment in response to staff's second data request (Document No. 00907-2018). Those bids were just for the main components of those projects. Did Pluris bid out any of the other components of the projects? Are there bids for the geotechnical studies, the tower, or the software for the AMI Water Meters project? Is there a bid for the shade structure for the Water Softening Equipment project? Are there bids for the electrical work, driveway, and parking lot for the Maintenance Building project? If not, why not? Please let me know if you have questions.

Thank you,

Penelope Buys
Engineering Specialist

*Division of Engineering
Florida Public Service Commission
(850) 413-6518
Fax – (850) 413-6519
pbuys@psc.state.fl.us*

Penny,

The following is Pluris Wedgefield's response to your emailed inquiries sent on March 21, 2018. Each inquiry and response is arranged in chronological order as in your email.

“The Utility provided bids for the AMI Water Meters, Maintenance Building, and Water Softening Equipment in response to staff’s second data request (Document No. 00907-2018). Those bids were just for the main components of those projects. Did Pluris bid out any of the other components of the projects?”

Projects were not broken apart to itemize each component. The individual components of each project were included in the bid for the project. To break individual components of the project would have created significant technical interference issues with interaction of different products, software and materials. This would have had a negative impact on the process flow operations. This action would have also voided any warranties associated with the original product.

“Are there bids for the geotechnical studies, the tower, or the software for the AMI Water Meters project?”

The Automated Metering Infrastructure (“AMI”) bids included the items referenced, i.e. the tower and the software. The manufacturer(s) were contacted prior to the bidding of the project and specified equipment and software dedicated to their particular product. Interaction between equipment and software would create significant operational issues.

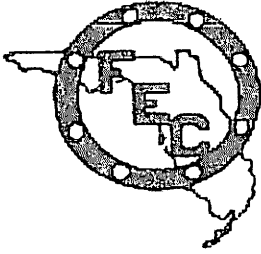
The exception to this was the geotechnical study produced and used for the tower placement. As explained in previous correspondence a third party geotechnical engineer firm was used to expedite results for the proper placement of the tower. This was accomplished in order to have the project completed in a timely manner. It should be noted that unlike manufacturers and vendors, state licensed professional engineers do not generally bid for work, due to ethical codes maintained as members in the American Society of Civil Engineers. The difference in costs for the geotechnical design would not have been material.

“Is there a bid for the shade structure for the Water Softening Equipment project?”

Bids for the shade structure for the water softening equipment are attached.

“Are there bids for the electrical work, driveway, and parking lot for the Maintenance Building project?”

Attached are the bids for the Water Treatment office driveway and parking lot for your reference. Electrical work associated with the office was delegated to E & R Mechanical. This vendor is familiar with the current electrical and SCADA infrastructure throughout the entire advanced water treatment plant. Due to the significance of SCADA in meeting FDEP compliance and sensitivity of process flow equipment this familiarity weighed heavily on the decision to retain E&R Mechanical's service in order to maintain operational control during construction and to not interrupt services to the customers.



REVISED PROPOSAL

February 7, 2017

To: Pluris Holdings, LLC
20449 Mansfield St.
Orlando, FL 32883

Re: Wedgefield Office Trailer

Florida Environmental Construction, Inc. will provide all material, equipment and labor to do the following:

- See attached schedule of values. \$ 36,958.00

Options:

- Add: Two concrete parking spaces \$ 2,950.00*
- Add: Concrete driveway in lieu of millings. \$ 7,400.00*

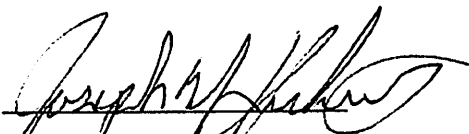
Items by others:

- All electrical.
- All Landscaping.
- Automatic gate with siren operated sensors and battery backup.
- Fire hydrant assembly.
- Gravity sewer line.

Note: Existing driveway material that is removed will be dumped at the wastewater treatment plant site.

* Total w/ Add on Options: (Two concrete parking spaces & Concrete Driveway) - \$47,308.00

Accepted by:


Pluris Holdings, LLC

Date:

2-8-2017

					A1A DOCUMENT G703		PAGE :	2	
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed certification is attached.							APPLICATION NUMBER:	2	
In tabulation below, amounts are stated to nearest dollar.							APPLICATION DATE:	3/22/2017	
Use Column I on Contracts where variable retainage for line items may apply.							PERIOD TO:	3/25/2017	
							PROJECT NUMBER:		
							JOB #		
PROJECT NAME:		WEDGEFIELD OFFICE TRAILER							
A	B	C	D	E	F	G	H	I	
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			(D+E)		(NOT IN D OR E)	(D+E+F)	(G/C)	(C-G)	
1	General Requirements	\$ 19,896.00	\$ 19,896.00	\$ -	\$ -	\$ 19,896.00	100%	\$ -	\$ -
2	Move Existing Gate East of Ofc Bldg	\$ 1,750.00	\$ 1,750.00	\$ -	\$ -	\$ 1,750.00	100%	\$ -	\$ -
3	Handicap Concrete Parking Spot & Sidewalk	\$ 6,312.00	\$ -	\$ 6,312.00	\$ -	\$ 6,312.00	100%	\$ -	\$ -
4	Two Concrete Parking Spaces	\$ 2,950.00	\$ -	\$ 2,950.00	\$ -	\$ 2,950.00	100%	\$ -	\$ -
5	Concrete Driveway	\$ 16,400.00	\$ -	\$ 16,400.00	\$ -	\$ 16,400.00	100%	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -	\$ -	####	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -	\$ -	####	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -	\$ -	####	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -	\$ -	####	\$ -	\$ -
10		\$ -	\$ -	\$ -	\$ -	\$ -	####	\$ -	\$ -
11		\$ -	\$ -	\$ -	\$ -	\$ -	####	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -	\$ -	####	\$ -	\$ -
13		\$ -	\$ -	\$ -	\$ -	\$ -	####	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	####	\$ -	\$ -
	GRAND TOTAL	\$ 47,308.00	\$ 21,646.00	\$ 25,662.00	\$ -	\$ 47,308.00	100%	\$ -	\$ -

APPLICATION AND CERTIFICATE FOR PAYMENT

A1A DOCUMENT G702

PAGE:

TO: PROJECT NAME: APPLICATION NO: 2
 PLURIS HOLDINGS, LLC WEDGEFIELD OFFICE TRAILER
 1102 S FLORIDA AVE PERIOD TO: 3/25/2017
 LAKELAND, FL 33803
 FROM (CONTRACTOR): VIA (ENGINEER): CPH ENGINEERS, INC.
 FL. ENVIRONMENTAL CONST., INC. KIMLEY-HORN & ASSOCIATES
 P.O. BOX 305 3660 MAGUIRE BLVD. STE 200
 HOWEY IN THE HILLS, FL 34737 ORLANDO, FL 32803

Distribution to:
 ___ OWNER
 ___ ARCHITECT
 ___ CONTRACTOR
 ___ ENGINEER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, A1A Document G703, is attached.

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		TOTAL	\$ -	\$ -
Approved this Month				
Number	Date Approved			
TOTALS			\$ -	\$ -
Net Change by Change Orders.			\$ -	

1. ORIGINAL CONTRACT SUM.....	\$ 47,308.00
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 47,308.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 47,308.00
(COLUMN G ON G703)	
5. RETAINAGE:	
A. 0% OF COMPLETED WORK.....	\$ -
B. ___% OF STORED MATERIAL.....	
TOTAL RETAINAGE (LINE 5A + 5B OR TOTAL IN COLUMN I OF G703).....	\$ -
6. TOTAL EARNED LESS RETAINAGE.....	\$ 47,308.00
(LINE 4 LESS LINE 5 TOTAL)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (LINE 6 FROM PRIOR CERTIFICATE).....	\$ 21,646.00
8. CURRENT PAYMENT DUE.....	\$ 25,662.00
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ -
(LINE 3 LESS LINE 6)	
ENGINEER / OWNER	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Florida Environmental Construction , Inc

By: Robert Lightsey - President 3/22/2017
 Robert Lightsey - President Date

BY: _____ DATE: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

April 4, 2016

Mr. Joe Kuhns
Regional Manager
Pluris Wedgefield, Inc.
1102 S. Florida Ave.
Lakeland, FL 33803

Re: Wedgefield Building Permitting Professional Services Agreement

Joe:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Pluris Wedgefield Inc. ("Client") for providing services related to completing the engineering services associated with the building permit for the softening structure.

Project Understanding

The utility is replacing the softening system at the water treatment plant. In order to protect this asset from degradation, a new shade structure will be erected to shelter the equipment from the weather. This project entails assisting the utility with the necessary designs and documentation to obtain a building permit for these activities.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Engineering and Permitting

Kimley-Horn will structural design of the concrete block storage area and coordinate the design of the electrical improvements and the shade structure as provided by Carolina Carports. These documents will be put together with the contractor and submitted to Orange County for a building permit.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Engineering	\$10,000
Total Lump Sum Fee	\$10,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number

and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Pluris Wedgefield, Inc.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. We will include the invoice number and Kimley-Horn project number with all payments.

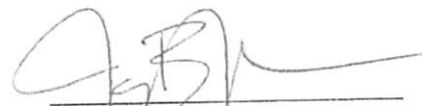
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,
KIMLEY HORN AND ASSOCIATES, INC.


By: Steve Romano, PE
Sr. Project Manager


Jay Jackson, PE
Sr. VP

ACCEPTED BY:
PLURIS WEDGEFIELD, INC.


Joseph Kuhns, Regional Manager

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- (2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
 - (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
 - (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
 - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
 - (i) Bear all costs incidental to the responsibilities of the Client.
- (3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.
- (4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
 - (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
 - (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- (5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole

risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance in the amount of \$2,000,000 per claim, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation.

(14) Hazardous Substances and Conditions. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

Credit Card #			Toll Free:	844-860-4950
Expiration Date			Local:	980-321-9898
Address # Zip code			Fax:	980-216-4125
Customer Name				
Manufacturer				

DEALER: CARPORT CENTRAL	PHONE: 844-860-4950	DATE: 10/2/15
CUSTOMER NAME: Joe Kuhns - Pluris - Invoice	COUNTY:	TAX %: 6.50%
INSTALLATION ADDRESS: 20115 Macon Pkwy	CITY: Orlando	STATE: FL ZIP: 32833
PHONE NUMBERS: 863-940-9771	CELL:	

UNIT SIZE	WIDTH: 24	LENGTH: 36	HEIGHT: 12	GAUGE: 14	\$ 3,395.00	All Orders C.O.D.	
COLORS	TOP: White	TRIM: White	SIDES: White	ENDS: White			\$ 5,615.00
OPTIONS:							
Certified Adder	Included						
Leg Height	12					\$ 510.00	
Extra Bracing	Yes	2'		4'	xx	\$ 180.00	364.98
"J" Trim							
Close Both Sides							
End (s) Closed	2 Specify: Extended Gables					\$ 630.00	\$ 5,979.98
Window(s)							
Service Door(s)							15.00%
Garage Door(s)	Specify:						
Side Frameout(s)	6					\$ 600.00	
Extra Panels	4					\$ 300.00	\$ 842.25
Auger Anchors							
Other (Specify)	Additional labor to build over water tanks						\$ 175.00
Other (Specify)							
Other (Specify)							
Other (Specify)							\$ 5,312.73

NOTE: FRAME 1 FOOT SHORTER THAN ROOF LENGTH

ROOF STYLE	REGULAR	BOXED EAVE:	VERTICAL ROOF:	xx	
INSTALLATION TYPE	CEMENT xx	GROUND:	ASPHALT:		OTHER:
POWER AVAILABLE		UNCERTIFIED:	CERTIFIED:	xx	

BINDING PURCHASE CONTRACT

This purchase agreement (the "Agreement") is made by and between the "Manufacturer/Distributor" and the "Buyer". Facilitated by Carport Central, Inc a North Carolina Corporation.

Buyer agrees, after being fully educated about the various products available including the fourteen (14) gauge, twelve (12) gauge, and certified units, to buy, and the "Manufacturer/Distributor" agrees to sell, pursuant to the terms listed in this Agreement, the item described above.

Buyer understands the terms of this Agreement, which terms are expressly incorporated herein by reference, as well as any and all relevant warranty information, and agrees to be bound by same.

Customer:	Carport Central, Inc on behalf of: Joe Kuhns - Pluris - Invoice Sales Rep:	MFG:	
		By:	CARPORT CENTRAL Authorized Dealer

VERIFY	CONFIRM	CHARGE	FAX	SYSTEM

JKH 320.5

NEBS To Reorder: 1-800-225-6380 or www.nebs.com

Typewriter tab stops

Use with 772 DU-O-VUE Envelope - saves addressing time



FLOYD MASONRY LLC
P.O. BOX 622404
OVIEDO, FL 32762

DATE	10/13/15
NUMBER	



407-721-9133

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

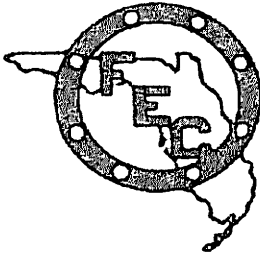
\$ 1,950.00

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD	
	20449 Mansfield	
	concrete slab labor and material	1,950.00
	<i>304.5</i>	
	<i>Shade structure - part of new water softener project.</i>	

FLOYD MASONRY

Thank You

PAY LAST AMOUNT
IN THIS COLUMN



PROPOSAL

March 31, 2017

To: Pluris Holdings, LLC
20449 Mansfield St.
Orlando, FL 32883

Re: Wedgefield Concrete Wall & Shade Structure

Florida Environmental Construction, Inc. will provide all material, equipment and labor to do the following:

- Permit & General Conditions \$ 6,391.00
- Finish block work per plans including:
 - Cut block.
 - Epoxy steel into slab.
 - Finish laying block
 - Pour down cells and lintel. \$ 11,235.00

GRAND TOTAL \$ 17,626.00

Accepted by:


Pluris Holdings, LLC

Date:

4-4-2017

FLORIDA ENVIRONMENTAL CONSTRUCTION, INC.
PO BOX 305
HOWEY IN THE HILLS, FL 34737
PH: (352) 241-4756 ; FAX: (352) 241-9716