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COMMISSION  
CLERK

April 29, 2011

**VIA ELECTRONIC MAIL AND U. S. MAIL**

Keino Young, Esq.  
Office of General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. 100128-WU

Dear Mr. Young:

Enclosed is a copy of an agreement between Lighthouse Utilities and GAC Contractors for the PSJ-LUCI Water System Interconnection from 2007 that has not previously been provided.

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

Sincerely,

Norman H. Horton, Jr.

NHH:amb

cc: Mr. Jay Rish  
Mr. Ralph Roberson  
Docket File

DOCUMENT NUMBER-DATE  
02984 MAY-2 =  
FPSC-COMMISSION CLERK

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# AIA<sup>®</sup> Document A101<sup>™</sup> – 1997

## **Standard Form of Agreement Between Owner and Contractor** *where the basis of payment is a STIPULATED SUM*

**AGREEMENT** made as of the Ninth day of March in the year of Two Thousand and Seven  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name, address and other information)*

Lighthouse Utilities Company, Inc.  
116 Sailor's Cove Drive  
PO Box 39  
Port St. Joe, FL 32457

and the Contractor:  
*(Name, address and other information)*

GAC Contractors, Inc.  
4116 N. Hwy 231  
Panama City, FL 32404  
Telephone Number: (850) 769-3477  
Fax Number: (850) 769-3456

The Project is:  
*(Name and location)*

PSJ-LUCI Water System Interconnection  
Port St. Joe, Florida

The Engineer is:  
*(Name, address and other information)*

Preble-Rish, Consulting Engineers  
324 Marina Drive  
Port St. Joe, F 32456

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

DOCUMENT NUMBER - DATE

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. See Attached EXHIBIT "A" - GAC Contractors, Inc. proposal dated December 27, 2006 and revised schedule of values dated March 8, 2007.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall further be subject to Contractor's receipt of all required regulatory permits.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

March 19, 2007 or when all applicable permits are received.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement, as noted in Article 3.1

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 90 days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work	Substantial Completion Date To Be Determined
-----------------	---

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Sixty-Six Thousand Two Hundred Forty Six Dollars and Thirty Six Cents (\$ 166,246.36 ), subject to additions and deductions as provided in the Contract Documents.

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§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

N/A

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
SEE ATTACHED EXHIBIT "A"		

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Pay applications shall be submitted on or before the 25<sup>th</sup> of each month.

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 25<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 15<sup>th</sup> day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen ( 15 ) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5% ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five Percent ( 5% );
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

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§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:  
*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Upon final completion of our construction, 5% retainage shall be paid with 15 days.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Eight Percent ( 8% ) per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 7.3 The Owner's representative is:  
*(Name, address and other information)*

Billy Joe Rish, President  
Lighthouse Utilities Company, Inc.  
116 Sailor's Cove Drive  
PO Box 39  
Port St. Joe, FL 32457

§ 7.4 The Contractor's representative is:  
*(Name, address and other information)*

Derwin R. White  
GAC Contractors, Inc.  
4116 US Hwy 231 North  
Panama City, FL 32404

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

7.6.1 The parties shall endeavor to resolve their claim by mediations, which unless the parties mutually agree otherwise, shall be in accordance with the Florida Rules of Civil Procedures for civil cases in Florida using a mediator familiar with the resolution of construction disputes. If the parties are unable to agree on a mediator, either party may apply to the Circuit Court in and for the County where the project is located (or where the Contract was entered for the appointment of a mediator. A good faith effort by the parties to resolve any such dispute by mediation shall be a condition precedent to any litigation relating to the dispute. If any dispute cannot be resolved by mediation after a good faith effort by both parties, it shall be resolved by a Court of competent jurisdiction pursuant to the Laws of the State of Florida.

7.6.2 Chapter 588, Florida Statutes, contains important requirements you must follow before you may bring any legal action for an alleged construction defect. Sixty days before you bring any legal action, you must deliver to the other party to this contract a written notice, referring to Chapter 558, of any construction conditions you allege are defective and provide such person the opportunity to inspect the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interest.

#### ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows: **SEE ATTACHED EXHIBIT "A"**

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§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows

Document	Title	Pages
N/A		

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows: (Either list the Specifications here or refer to an exhibit attached to this Agreement.)  
Title of Specifications exhibit: N/A

(Rows deleted)

§ 8.1.5 The Drawings are as follows, and are dated November 2006 unless a different date is shown below: (Either list the Drawings here or refer to an exhibit attached to this Agreement.)  
In accordance with the drawings as designed by Preble-Rish, Inc., Consulting Engineers, dated November 2006.  
Listed as follows:

G1	General Notes
K1	Key Sheet
C1	Plan View
C2	Plan View
C1-A	Alternate Plan View
C2-A	Alternate Plan View
D1	Typical Water Supply Details
D2	Typical Water Supply Details
D3	MOT & Environmental Details

(Rows deleted)

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

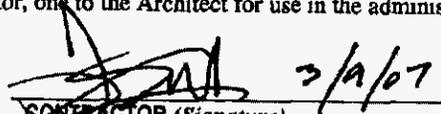
§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

§ 8.1.8 Owner will bear the risk of all loss from fire, damage from a named storm or other casualty, and will indemnify and hold GAC Contractors, Inc. harmless from any such loss.

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This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

  
OWNER (Signature)  
WILLIAM F. RISH  
Billy Joe Rish, President  
(Printed name and title)

  
CONTRACTOR (Signature)  
Derwin R. White, Vice President  
(Printed name and title)

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# **EXHIBIT "A"**

OFFICE: (850) 769-3477  
FAX: (850) 769-3456



POST OFFICE BOX 59462  
PANAMA CITY, FL 32412-0462

March 14, 2007

Mr. Billy Joe Rish  
Rish Gibson Scholz & Groom, P.A.  
P.O. Box 39  
Port St. Joe, Florida 32457

FAX: (850) 227-1619

Re: LUCI/CITY OF PORT ST. JOE WATER SYSTEM INTERCONNECTION ~ ALTERNATES  
No. 1 & No. 2

Dear Mr. Rish:

We are very excited about the possibility of helping with the infrastructure associated with the PSJ/LUCI Water System Interconnection project located in Port St. Joe, Gulf County, Florida.

You should take comfort in the fact that GAC Contractors has been in business since 1958 and while contracting for over \$400,000,000 in construction has established a long history of satisfied customers. This can be accredited to the fact that we have set standards to enhance our abilities to relate to each and every client's needs.

We are also pre-qualified with the Florida Department of Transportation in six (6) different work classifications and one (1) specialty classification. This Certificate of Qualification requires that we have trained personnel to perform specific construction procedures.

Therefore, we would like to take this opportunity to familiarize you with the criteria set by the **Florida Department of Transportation's Standard Specifications for Road and Bridge Construction** and recognize the hard work and dedication put into obtaining these certifications.

**PLANT QUALITY CONTROL:**

As required per Section 6-8.4, of the FDOT specifications, we have an onsite laboratory where our technicians monitor the asphalt mix being placed for gradation, AC content, air voids, flow, density, V.A. and composition to ensure that we meet the requirements of the job mix formula.

**QUALITY SINCE 1958**

GC C062036 • CU C068976

OFFICE: (850) 769-3477  
 FAX: (850) 769-3456



POST OFFICE BOX 59462  
 PANAMA CITY, FL 32412-0462

**LUCI/CITY OF PORT ST. JOE ~ WATER SYSTEM  
 INTERCONNECTION  
 REVISED SCHEDULE OF VALUES  
 14-Mar-07**

**GENERAL CONSTRUCTION & SITEWORK**

MOBILIZATION	LS	1	\$2,718.00	\$2,718.00
MAINTENANCE OF TRAFFIC	LS	1	\$3,343.00	\$3,343.00
CONSTRUCTION LAYOUT & AS-BUILTS	LS	1	\$6,279.00	\$6,279.00
I/C SURVEYING	DAYS	3	\$697.00	\$2,091.00
LABORATORY TESTING	LS	1	\$1,256.00	\$1,256.00
NPDES ADMINISTRATION	MTHS	2	\$565.11	\$1,130.22
			<b>SUB-TOTAL</b>	<b>\$16,817.22</b>

**SITEWORK**

EROSION CONTROL (SILT FENCE)	LF	3,780	\$1.48	\$5,594.40
FINAL DRESS	SY	8,400	\$0.96	\$8,064.00
SEED & MULCH	SY	8,400	\$0.33	\$2,772.00
			<b>SUB-TOTAL</b>	<b>\$16,430.40</b>

**CONNECTION TO PSJ WM @ HWY. 98**

10" x 8" TAPPING VALVE ASSEMBLY & CONNECTION	LS	1	\$8,469.54	\$8,469.54
			<b>SUB-TOTAL</b>	<b>\$8,469.54</b>

**10-INCH DIRECTIONAL BORE @ HWY. 98**

10-INCH DIRECTIONAL BORE	LF	80	\$91.23	\$7,298.40
10" x 8" HDPE/PVC MJ ADAPTERS	EA	2	\$398.71	\$797.42
			<b>SUB-TOTAL</b>	<b>\$8,095.82</b>

**FLOWMETER & CONTROL VALVE ASSEMBLY**

FLOWMETER & CONTROL VALVE ASSEMBLY W/ VAULTS	LS	1	\$38,142.17	\$38,142.17
			<b>SUB-TOTAL</b>	<b>\$38,142.17</b>

**QUALITY SINCE 1958**

GC C052036 - CU C056975

**10-INCH PVC WM EXTENSION & CONNECTION TO LUCI**

10" PVC WATER MAIN	LF	3,780	\$14.04	\$53,071.20
10" x 8" MJ REDUCER	EA	1	\$280.13	\$280.13
10" GATE VALVE ASSEMBLY	EA	2	\$1,419.35	\$2,838.70
10" x 8" MJ REDUCER	EA	1	\$257.70	\$257.70
8" PVC WATER MAIN	LF	20	\$10.48	\$209.60
CONNECT TO EXISTING 6" WM	LS	1	\$209.16	\$209.16
TESTING	LS	1	\$2,788.80	\$2,788.80
CONCRETE ENCASEMENT OF 12" & 14" FORCE MAINS	LS	1	\$4,946.90	\$4,946.90
			<b>SUB-TOTAL</b>	<b>\$64,602.19</b>

**10-INCH DIRECTIONAL BORE @ LUCI CONNECTION**

10-INCH DIRECTIONAL BORE	LF	140	\$91.23	\$12,772.20
10" x 10" HDPE/PVC MJ ADAPTERS	EA	2	\$458.41	\$916.82
			<b>SUB-TOTAL</b>	<b>\$13,689.02</b>

**GRAND TOTAL      \$166,246.36**

**6-INCH FIRE HYDRANT ASSEMBLY ~ OPTIONAL ADDITION**

6" FIRE HYDRANT ASSEMBLY	EA	4	\$2,862.66	\$11,450.64
			<b>SUB-TOTAL</b>	<b>\$11,450.64</b>

**GAC CONTRACTORS, INC.**



Tim McGuffin  
Project Manager  
GAC Contractors, Inc

14-Mar-07