



FRIEDMAN,
FRIEDMAN & LONG, P.A.
ATTORNEYS & COUNSELORS

November 6, 2014

E-FILING

Carlotta S. Stauffer, Director
Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

RE: Docket No. 140060-WS; Application for increase in water and wastewater rates in Seminole County by Sanlando Utilities Corporation
Our File No.: 30057.214

Dear Ms. Stauffer:

Enclosed is the Agreement for the Wekiva WWTP electrical improvements referenced in my September 26, 2014 correspondence (Document No. 05444-14).

Please do not hesitate to contact me should you or staff have any questions.

Very truly yours,

MARTIN S. FRIEDMAN
For the Firm

MSF/

cc: John Hoy (via email)
Patrick C. Flynn (via e-mail)
Robert Graves (via e-mail)
Steve Reilly, Esquire (via email)

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$500.00 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (¼) of the rate set forth above.

E. Contract Price

Unit Price Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of One hundred ninety eight thousand nine hundred Dollars (\$ 198,900.00). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security to ensure completion of Work. The Owner is not obligated to reduce retainage at any time during the Contract, but may choose to do so at its discretion once the Work is at least 75% complete.

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NAME OF PROJECT: Wekiva WWTF Electrical

H. Engineer

The Project has been designed by Bailey Engineering Consultants, Inc., referred to in the documents as the Engineer, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

North Lake Electric, Inc
Name of Firm


By (Signature)

(SEAL)

Ryan Strong Vice President
Printed Name and Title

ATTEST:


By (Signature)

Donna Strong Secretary
Printed Name and Title

OWNER:

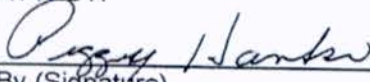
Sanlando Utilities Corporation
Name of Owner


By (Signature)

(SEAL)

Bryan K. Gongre
Printed Name and Title

ATTEST:


By (Signature)

PEGGY HAWKS, ADMIN. ASST.
Printed Name and Title

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NAME OF PROJECT: Wekiva WWTF Electrical