

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date:	January 11, 2011	Consent [X]	Regular []
		Public Hearing []	

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

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I. EXECUTIVE BRIEF


Motion and title: Staff recommends motion to approve: An Interagency Contract (No. 4600002308) with the South Florida Water Management District (SFWMD) for the design and construction of the Acme Dairy Reclaimed Water Main Project in the amount of \$25,000.


Summary: This project is intended to design and construct a reclaimed water pipeline to interconnect two (2) existing reclaimed water pipelines on Acme Dairy Road, which are presently not connected. The total cost of the project is approximately \$150,000. This Interagency Agreement provides \$25,000 in South Florida Water Management District Alternative Water Supply (AWS) Program funding to reduce the PBCWUD overall cost. This project was included in Palm Beach County Water Utilities Department (WUD) FY 2011 capital improvement budget, which has been approved by the Board of County Commissioners. The pipeline will provide approximately 1.6 million gallons per day (MGD) of reclaimed water to three (3) existing developments and one (1) potential new development along Acme Dairy Road. The existing developments include an elementary school, a shopping center, and two residential communities (Valencia Reserve and Canyon Lakes). These developments are located within Palm Beach County's Mandatory Reuse Zone (MRZ) and will be required by ordinance to immediately connect to the new system. The potential new customer (Canyon Lakes PUD) presently exists, but its development predates Palm Beach County's MRZ Ordinance requirements and therefore is exempt from the ordinance.
District 5 (MJ)

Background and Justification: Water reuse is an alternative water supply that plays an important role in water resource, wastewater and ecosystem management in Florida. When reclaimed water is used, it eases the demand on traditional, often limited, sources of water. By recycling or reusing water, communities can still grow while minimizing or even reducing their impact on surrounding water resources. Using reclaimed water also reduces discharges to surface waters, recharges ground water and postpones costly capital investments in the development of new, more costly water sources and supplies. WUD initiated a reclaimed water program at the Southern Region Water Reclamation Facility in 1990, which has grown now to be the largest reclaimed water system in southeast Florida with a capacity of 22 million gallons per day (MGD). Reclaimed wastewater for this project is within a MRZ that is supplied by the Southern Region Reclamation Facility and will serve to offset freshwater from traditional water supply sources now being used by those developments for non-potable, irrigation purposes.

Attachments:

- 1. Two (2) original Agreement No. 4600002308
- 2. Location Map

Recommended By:  12/21/10
Department Director Date

Approved By: 
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$150,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$ 25,000.00)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$ 125,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Agency 721 Org. W006 Object 6543

Is Item Included in Current Budget? Yes X No

Reporting Category **N/A**

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Water Utilities Department's portion of the project will be funded with users fees and balances brought forward.. The South Florida Water Management District's portion will be received upon project completion.

C. Department Fiscal Review:

Delia M West


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB

Dr. J. Jacobs 12/28/10
Contract and Development Control

B. Legal Sufficiency:

Legal Sufficiency:  1/3/11
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
2010 – 2011 ALTERNATIVE WATER SUPPLY
FUNDING PROGRAM**

Recipient: Palm Beach County BOCC
Water Utilities Department

Recipient's Project Manager:
Thomas H. Miller

Address: 8100 Forest Hill Blvd
West Palm Beach, FL 33413

Telephone No: (561) 493-6004

Fax: (561) 493-6008

SFWMD Project Manager: Richard Nevulis

Telephone No.: (561) 682-6242

E-mail Address: rnevul@sfwmd.gov

Fax No.: (561) 682-2027

Contract Specialist: Rupert Giroux

Telephone No.: (561) 682-2532

Fax No.: (561) 681-6275

Address:
3301 Gun Club Road
West Palm Beach, FL 33406

Insurance: Not Applicable

Federal Employer Identification Number: 59-6000785

Project Title: FY2011 AWS – Project # LEC - 111

Description: Acme Dairy Reclaimed Water Main

This **Agreement** is entered into between “the Parties,” the South Florida Water Management District, the “**District**”, and the undersigned party, hereinafter referred to as the “**Recipient**.” The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

ARTICLE 1 – PROJECT

- 1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely construct and perform all work items described in the “Statement of Work,” attached hereto as Exhibit “A”, hereinafter referred to as the “Project”, and made a part of this **Agreement**.
- 1.2 As part of the deliverables to be provided by the **Recipient** under this **Agreement**, the **Recipient** shall substantiate, in whatever form reasonably requested by the **District**, any supporting documentation utilized as a basis for payment by the **District**. This paragraph shall survive the expiration or termination of this **Agreement**.
- 1.3 Attached to this **Agreement** are the following exhibits which are incorporated herein:

Exhibit A	Statement of Work
Exhibit B	Payment and Deliverable Schedule
Exhibit C	Status Report
Exhibit D	Final Project Summary Report

ARTICLE 2 – TERM OF THE AGREEMENT

- 2.1 The period of performance of this **Agreement** shall be the dates noted on the first page of this **Agreement**.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 – COMPENSATION / CONSIDERATION

- 3.1 As consideration for the Project required by this **Agreement**, the **District** shall pay the **Recipient** the funding amount as specified on page one of this **Agreement**. Such amount is not to exceed the specified amount and therefore, no additional consideration shall be authorized. The **Recipient** shall provide at least sixty percent (60%) or more of the Project’s construction cost, unless a different amount is authorized pursuant to s. 373.1961(3)(e), Florida Statutes. For FY11, payment will be made by the **District** for work authorized and completed between October 1, 2010 and August 31, 2011. The

District will not reimburse the **Recipient** for FY11 work that commences prior to the start date of the **Agreement** or for work completed after August 31, 2011.

- 3.2 The **Recipient** assumes sole responsibility for all work which is performed pursuant to Exhibit "A". By providing funding hereunder, the **District** does not make any warranty, guaranty or any representation whatsoever regarding any of the work performed hereunder, including but not limited to, the adequacy or sufficiency of all or any part of work described in Exhibit "A".
- 3.3 The **Recipient** hereby agrees not to use **District** funding for any work associated with the research, design and permitting aspects of the Project. **District** funds shall only be used for the construction activities described in Exhibit "A".
- 3.4 The **Recipient** agrees to reimburse the **District** funds provided through this **Agreement** for facilities (i.e. test/production wells, etc.) that do not become an operational component of the overall alternative water supply facility within the timeframe established in the proposal. Notwithstanding anything in this **Agreement** to the contrary, this paragraph shall remain in full force and effect for twenty (20) years from the date of contract execution.

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

- 4.1 The **District** shall make payment to the **Recipient** upon completion and acceptance of the deliverable(s) as described in the "Summary Schedule of Tasks and Deliverables", attached hereto as Exhibit "B". The **Recipient** shall provide a completed Project Status Report attached hereto as Exhibit "C" within ten (10) business days of the following due dates December 31, 2010, March 31, 2011; and June 30, 2011. In addition, on or before August 23, 2011, the **Recipient** shall provide a completed Project Summary Final Report, attached hereto as Exhibit "D" and the Final Reimbursement Request Package. Concurrent with delivery of the final deliverable(s), the **Recipient** shall provide certification that all construction has been completed in accordance with Exhibit "A" of this **Agreement**.
- 4.2 The **Recipient's** invoice(s) shall reference the **District's Agreement** Number and Purchase Order Number and shall be sent to the following address:

South Florida Water Management District
ATTN: Accounts Payable
PO Box 24682
West Palm Beach, FL 33416-4682

The **Recipient** shall not submit an invoice to any other address at the **District**. In order to expedite the invoice review and approval process, the **Recipient** shall also submit a copy of each invoice to the **Project Manager**. The **Recipient's** reimbursement request package shall contain the backup documentation required (e.g., the request shall include but is not limited to a copy of **Recipient's** invoice (include the **District's Agreement** Number and P.O. number), signed certification letter on **Recipient's** letterhead (signed by an authorized

representative of the **Recipient**), tasks completed per the **Agreement** (if all tasks finished, a statement indicating that the project is completed per the **Agreement**) and, vendor invoices/application for payment) for the **Project Manager** to ascertain that each deliverable in the invoice has been substantially complete. The **Recipient** shall submit the final reimbursement request and Exhibit "D" on or before August 23, 2011. Failure of the **Recipient** to follow the instructions set forth in the **Agreement** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**.

- 4.3. Upon completion of the Project, any data that was generated during the performance of the Project shall be submitted to the **District** upon request.

New Well Construction Projects: For projects involving construction of new wells, the **Recipient** shall:

1. Submit design of well construction and testing programs to the **District** for review and comment prior to implementation. The **Recipient** shall integrate the **District's** comments into the final testing plan where feasible.
2. Submit all pertinent well information collected during well construction and testing (i.e., depths, cuttings descriptions, geophysical logs, aquifer test data, etc.), as available. Submissions shall be provided electronically as specified by the **District**.
3. If the final location of the well(s) varies from the original location specified in the Consumptive Use or other permit or permit applications, the **Recipient** shall provide the **Project Manager** with written proof that the appropriate permitting agency contact is aware of and agrees with the changes.

The data shall be archived in the **District's** permanent database and available to the public. Please contact Emily Richardson (561) 682-6824, Emily.Richardson@sfwmd.gov, for instructions on submitting data.

- 4.4 The **Recipient** shall provide to the **District** regular project status reports (Exhibit "C") quarterly by December 31, 2010; March 31, 2011; and June 30, 2011. Reports shall provide detail on the progress of the Project; amounts expended to date per task and outline any potential issues affecting Project completion or overall schedule. Exhibit "C" shall be submitted to the **District's Project Manager** via e-mail within ten (10) business days of the specified due date. In the event actual construction costs are less than the not-to-exceed amount for a particular task stated in Exhibit "B", the **Recipient** will have the right to apply the unexpended balance toward another task. The **Recipient** shall provide prior written notice of its decision to exercise this right. If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the not-to-exceed amount to the lower construction cost. In no event, shall the **District's** total obligation exceed the amount specified in Exhibit "B" for this Cooperative **Agreement**.

ARTICLE 5 – CONTRACT MANAGEMENT

- 5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement** to the attention of the **Project Manager** for attempted resolution or action. The **Project Manager** shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.
- 5.2 All notices, demands or other communications regarding this **Agreement**, other than those set forth in paragraph 4.2 above, shall be in writing and forwarded to the attention of both the **Project Manager** and the Contract Specialist noted on the first page of this **Agreement** by certified mail, return receipt requested.
- 5.3 Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.
- 5.4 All correspondence to the **District** under this **Agreement** shall reference the **District's Agreement Number**.

ARTICLE 6 – TERMINATION / REMEDIES

- 6.1 It is the policy of the **District** to encourage good business practices by requiring the **Recipient** to materially perform in accordance with the terms and conditions of the **Agreement**. In accordance with Chapter 40E-7, Part II of the Florida Administrative Code, "Material Breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **Agreement**.

If the **Recipient** materially fails to fulfill its obligations under this **Agreement**, the **District** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **Recipient** shall have thirty (30) days to cure the breach. If the **Recipient** fails to cure the breach within the thirty (30) day period, the **District** shall issue a Termination for Default Notice. Once the **District** has notified the **Recipient** that it has materially breached its contract with the **District**, by sending a Termination for Default Notice, the **District's** Governing Board shall determine whether the **Recipient** should be suspended from doing future work with the **District**, and if so, for what period of time. The **District's** Governing Board will consider the factors detailed in Chapter 40E-7, Part II of the Florida Administrative Code in making a determination as to whether a **Recipient** should be suspended, and if so, for what period of time. Should the **District** terminate for default in accordance with this provision, the **District** shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

- 6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery of a

Notice of Termination to the **Recipient**, specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective. In the event of termination, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.

- 6.3 In the event a dispute arises, which the **Project Managers** cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.
- 6.4 Notwithstanding anything in this **Agreement** to the contrary, the **District** reserves the right to terminate this **Agreement** immediately without notice in the event any of the representations contained in the **Recipient's** project proposal are found to be false or if the **Recipient** fails to complete the construction and performance of all work items described in Exhibit A, Statement of Work.

ARTICLE 7 – RECORDS RETENTION

- 7.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:
 - A. Maintenance of Records. The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **Agreement**, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.
 - B. Examination of Records. The **District** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.
 - C. Extended Availability of Records for Legal Disputes. In the event the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to this **Agreement** until the final disposition of the legal dispute. All such records shall be made readily available to the **District**.
 - D. Periodic Audits. The **District** shall perform audits periodically to ensure funding objectives are being met.

7.2 Whenever the **District's** contribution includes state or federal appropriated funds, the **Recipient** shall, in addition to the inspection and audit rights set forth in Article 7.1 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

A. The **Recipient** shall maintain all financial/non-financial records through:

- (1) Identification of the state or federal awarding agency, as applicable
- (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
- (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **District**, as completed per fiscal year

B. Examination of Records: The **District** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **Recipient's** financial and non-financial records to the extent necessary to monitor the **Recipient's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

ARTICLE 8 – STANDARDS OF COMPLIANCE

- 8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.
- 8.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. In the event it is necessary for either party to initiate legal action regarding this **Agreement**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justifiable in federal court.
- 8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119 of the Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes,

the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.

- 8.4 Pursuant to Section 216.347 of the Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch or another state agency.
- 8.5 The **Recipient** has obtained, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**. A delay in obtaining permits shall not give rise to a claim by the **Recipient** for additional compensation. If the **Recipient** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **Agreement**, each party to bear its own costs, notwithstanding other provisions of this **Agreement** to the contrary. The **Recipient** agrees to comply with the terms and conditions of all permits.
- 8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.
- 8.7 Pursuant to Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list may not submit a bid, proposal, or reply to a request to provide any goods or services related to the construction of the Project contemplated herein. **Recipient** also assures that it is not on the **District's** Suspension of Contractors List. **Recipient** agrees to include a provision to this effect in all requests for proposals and subcontracts related to construction of this Project.
- 8.8 A **Recipient** who operates a public water supply utility shall, by June 1, 2011 adopt a rate structure that will promote the conservation of water and promote the use of water from alternative water supplies and shall provide the **District** with a copy of such adopted rate structure on or before August 31, 2011.
- 8.9 **Recipient** of funds for a reuse project shall provide a status report by August 31, 2011 addressing the following issues: (1) accounting of reclaimed water usage and method used (meters, etc.); (2) all rates and charges for reclaimed water; (3) the status of implementing public education programs to inform the public about water issues, water conservation and the importance and proper use of reclaimed water; and (4) providing the **District** with the location of each reuse facility owned by the **Recipient**.
- 8.10 This paragraph shall remain in full force and effect for twenty (20) years from the date of contract execution. After construction is completed on the Project, the **Recipient** shall continuously operate the Project as described in the Project proposal and consistent with the application water use permit(s). In the event the Project is not operated or completed in accordance with these requirements, the **Recipient**, if requested by the **District**, agrees to reimburse the amount of funding the **District** provided to this project. This amount may be

prorated based on the number of years the completed project is operated using an assumed project life of 20 years. Furthermore, the **District** may cease funding for this Project and any future Projects proposed by the **Recipient**. All other provisions of this contract shall terminate on August 31, 2011.

- 8.11 **Recipient** shall implement a public education program to inform the public about the environmental and other public benefits of the Alternative Water Supply project and shall provide the **District** with a copy of such public education program on or before August 31, 2011.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

- 9.1 For value received, which is hereby acknowledged, the **Recipient** shall, subject to the limits permitted in Florida Statute 768.28, defend, indemnify, save, and hold the **District**, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the **Recipient** and other persons employed or utilized by the **Recipient** in the performance of the **Agreement**. The **District** shall have the right to approve counsel selected by the **Recipient** to defend the **District** in the event the **District** is named in any legal action. Pursuant to section 768.28, Florida Statutes, nothing herein shall require the **Recipient** to be liable for intentional or reckless acts or for actions committed in bad faith or malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, nothing contained here shall constitute a waiver by the **Recipient** of its sovereign immunity or the provisions of F.S. 768.28.

The **Recipient** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this **Agreement**. This paragraph shall survive the expiration or termination of this **Agreement**.

ARTICLE 10 – RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The **Recipient** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this **Agreement**. Both parties are free to enter into contracts with other parties for similar services.
- 10.2 The **Recipient** shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be null and void.

- 10.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third party beneficiary or otherwise.

ARTICLE 11 – GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God or for any other cause of the same character, which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the Statement of Work, Exhibit “A” of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 Any inconsistency in this **Agreement** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in Articles 1-11
 - (b) Exhibit “A” Statement of Work
 - (c) All other exhibits, attachments and documents specifically incorporated herein by reference
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.5 This **Agreement** may be amended only with the written approval of the Parties.

- 11.6 This **Agreement** states that all publicity/public awareness media shall be jointly planned by the **Recipient** and the **District** and any and all materials, events, or endorsements arising out of this award shall require prior **District** approval.
- 11.7 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreements** previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall insure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD**

By: _____
Jessica J. Flathmann, Procurement Director

Date: _____

SFWMD Procurement Approved:

By: *Ronald L. Lindsey* Date: *12/2/10*

Recipient's Legal Name: _____

By Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

In WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the individuals signing below pursuant to the authority vested in them.

PALM BEACH COUNTY,
FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

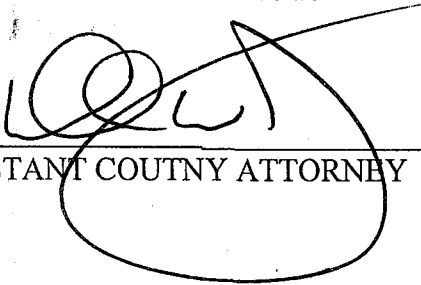
By: _____
Karen T. Marcus, Chair

ATTEST:

By: _____
SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
DEPUTY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:  _____
ASSISTANT COUTNY ATTORNEY

APPROVED AS TO TERMS
AND CONDITIONS:

By:  _____
DEPARTMENT DIRECTOR

EXHIBIT "A"
STATEMENT OF WORK

Acme Dairy Reclaimed Water Main Project
Palm Beach County Utilities

A. INTRODUCTION/BACKGROUND

Palm Beach County Water Utilities Department (PBCWUD or Recipient) initiated a reclaimed water program at the Southern Region Water Reclamation Facility in 1990, which has grown now to be the largest reclaimed water system in southeast Florida with a capacity of 22 million gallons per day (MGD). Reclaimed wastewater for this project, which is within a mandatory reuse zone, is provided by the Southern Region Reclamation Facility.

This project is intended to design and construct a reclaimed water pipeline gap between two existing reclaimed water pipelines on Acme Dairy Road. The pipeline is intended to provide approximately 1.64 MGD of reclaimed water to three existing developments and one potential new development on Acme Dairy Road. The existing developments include an elementary school, a shopping center, and two residential communities (Valencia Reserve and Canyon Lakes). These developments are located within Palm Beach County's Mandatory Reuse Zone and will be required by County Ordinance to immediately connect to the new system. The potential new customer (Canyon Lakes PUD) presently exists, but its development predates Palm Beach County's Mandatory Reuse Zone Ordinance requirements and therefore, is exempt from the ordinance. Opportunity to connect that development will be guided by any special limitations or requirements in its consumptive use permit.

B. OBJECTIVES

The objective of the project is to install a reclaimed water pipeline to connect two existing pipelines thereby allowing PBCWUD to provide reclaimed water to three existing developments and one potential new development on Acme Dairy Road. The reclaimed water is intended to reduce the stress on the surficial aquifer for irrigation needs.

C. SCOPE OF WORK

The scope of work is to construct approximately 1,900 linear feet of 16-inch reclaimed transmission main to complete the missing gap in the reclaimed water distribution system along Acme Dairy Road.

D. WORK BREAKDOWN STRUCTURE

The work breakdown structure associated with this project is described below.

Task 1: Recipient shall submit to the project manager an electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed in FY11.

Due Date: Upon Contract Execution

Task 2: Exhibit "C" – Status Report: Recipient shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: December 31, 2010

Task 3: Exhibit "C" – Status Report: Recipient shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: March 31, 2011

Task 4: Exhibit "C" – Status Report: Recipient shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: June 30, 2011

Task 5: Recipient shall install approximately 1,900 linear feet of 16-inch reclaimed transmission main, and all associated valves, pipes, and appurtenances.

Due Date: Upon Task Completion

Task 6: Final Reimbursement Request and Project Summary Report (Exhibit "D"): Recipient shall submit to the project manager the final reimbursement request package and Project Summary Report (Exhibit "D").

Due Date: August 23, 2011

EXHIBIT "B"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

Acme Dairy Reclaimed Water Main Project
Palm Beach County Utilities

- The schedule set forth below is from October 1, 2010 to August 31, 2011.
- All deliverables submitted hereunder are subject to review and acceptance by the District Project Manager. Acceptability of all work will be based on the judgment of the District that the work is technically complete and accurate.
- Payment shall be made following receipt and acceptance by the District of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The Recipient shall submit a reimbursement request upon completion of each Task noted below. If applicable, the Recipient shall submit a final reimbursement request for payment and Exhibit "D" on or before August 23, 2011 for reimbursement, no exceptions. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit "A" the Statement of Work (SOW).
- Reimbursement Request Packages shall include, but not be limited to, a copy of the Recipient's invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A" the SOW.
- The District shall only be obligated to pay for documented actual FY2011 construction costs within the not-to-exceed amounts specified below. In the event actual construction costs by the Recipient are less than the not-to-exceed amount for a particular Task, the Recipient shall have the right to apply the unexpended balance toward another Task for this project. The Recipient shall provide prior written notice of its decision to exercise this right to the District Project Manager. In no event shall the District's total obligation exceed the amount specified below for this Agreement; however, an actual construction cost less than the estimated construction cost may result in a reduced final payment. The Recipient is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
- Total payment by the District for all work completed herein shall not exceed the amount of \$25,000.00. If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year will be subject to Governing Board budgetary appropriation. In the event the District does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary.

1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed in FY11	N/A	Upon Contract Execution ²	N/A
2	Exhibit "C" – Status Report ³	N/A	December 31, 2010	N/A
3	Exhibit "C" – Status Report ³	N/A	March 31, 2011	
4	Exhibit "C" – Status Report ³	N/A	June 30, 2011	N/A
5	Install approximately 1,900 linear feet of 16-inch reclaimed transmission main, and all associated valves, pipes, and appurtenances / Reimbursement Request Package	Upon Task Completion	N/A	\$25,000
6	a) Final Reimbursement Request Package (if applicable)	August 23, 2011		N/A
	b) Project Summary Report (Exhibit "D")		August 23, 2011	
Total District Funding				\$25,000
Current Fiscal Year Construction Cost				\$142,500
Total Project Construction Cost				\$150,000

¹ If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before August 23, 2011 for reimbursement, no exceptions.

² If construction bids and vendor estimates have not been completed upon execution of the Agreement, the Recipient shall submit this information as soon as it is available to the District Project Manager.

³ Exhibit "C" Status Reports are due within ten (10) business days of the due date.

Note: If the project includes well drilling and testing, deliverables must include copies of all hydrogeologic data collected in the course of drilling and testing, in the District specified format. An electronic copy of the District specified format is available via email. Contact the appropriate District Project Manager to request one.

Exhibit “C”
Alternative Water Supply Program
Status Report

To comply with the AWS Status Report requirements specified in your contract, this form shall be completed and submitted via e-mail to your South Florida Water Management District project manager. Please attach backup documentation (e.g., pictures, drawings, etc.) that will provide an understanding of project construction to date.

Status Report - Quarter ☐ 1 ☐ 2 ☐ 3 Date: _____
Name of Person _____
Completing Form _____

Contract Number _____ Proposal Number _____
Entity Name: _____
Project Title: _____

1. Provide a brief description of project status.

2. What is the overall status of your project (check one)?

☐ On Schedule
☐ Behind Schedule? Explain why. Do you expect the project to be completed on time?

3. Actual Project Construction Cost Information –

	Date	Amount
Bid Document		
Final Contract (with Vendor)		
Total Expended to Date		
Change Order(s)		

**Exhibit “C”
Alternative Water Supply Program
Status Report**

4. Construction Deliverables Status – provide the following information for each deliverable listed in Exhibit “B” of the contract:

Task No.	Exhibit “B” Deliverables	Is the Task Complete? Y/N	Estimated Finish Date*	Task Status and Comments

* Note that all tasks have to be completed and invoiced by August 23rd



Exhibit "D"

FY2010-2011 Alternative Water Supply Final Project Summary Report

Project Title

Entity Project Manager

SFWMD Contract / Purchase Order Number

Entity Project Owner

Describe Project constructed: _____

Type of Alternative Water Supply	Quantity of Water Made Available (MGD) Upon Completion of This Phase		Construction Duration	
	Proposed	Actual	Start	Finish

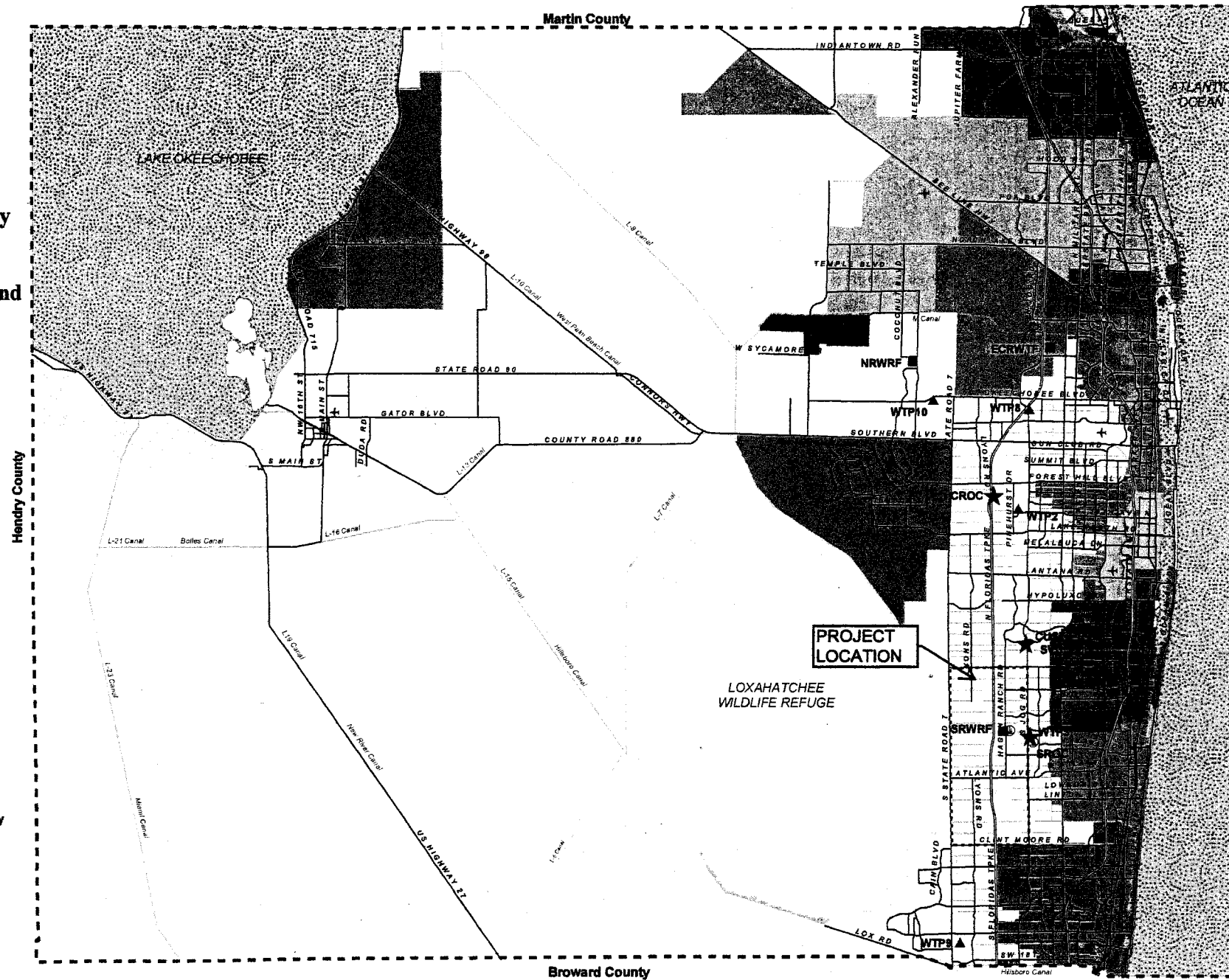
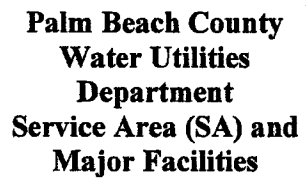
Cost for this Phase (Phase refers to the current FY work)		
	Proposed (this FY)	Actual (this FY)
Total Construction Cost – This Phase	\$	\$
Funding Breakdown for this Phase		
District funding this phase	\$	\$
Local funds	\$	\$
Other funding source		
From:	\$	\$
TOTAL		

Attach map and photo(s) of project on CD, if available. The District will make funding payments only to reimburse for work completed between October 1, 2010 and August 31, 2011.

To the best of my knowledge, the above information is correct.

Chief Financial Officer

Project Manager





CERTIFICATE OF LIABILITY INSURANCE

OP ID: K1

DATE (MM/DD/YYYY)
10/22/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gateway Insurance Agency West Palm Beach Branch 4524 Gun Club Road - A101 West Palm Beach, FL 33415	561-964-9190 561-964-9401	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BKELE01	FAX (A/C, No):
INSURED BK Electric, Inc. Attn: Mr. Bonzie V. King 1233 West 26 Street Riviera Beach, FL 33404	INSURER(S) AFFORDING COVERAGE INSURER A: St. Paul Travelers INSURER B: Bridgefield Employers Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 00070 10701	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		16606406M712TCT10	11/06/10	11/06/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	0830-44137	02/07/10	02/07/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater		16606406M712TCT10	11/06/10	11/06/11	Installat 60,000
A	Equipment Floater		16606406M712TCT10	11/06/10	11/06/11	Unschedul 7,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as Additional Insured with respects to General Liability only per Blanket Additional Insured form #CGD2480805 attached. 10 days notice of cancellation for both policies.

CERTIFICATE HOLDER PBB0C01 PALM BEACH COUNTY BOCC FACILITIES SERVICE LOUISE FELDKAMP 2633 VISTA PARKWAY WEST PALM BEACH, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF INSURANCE

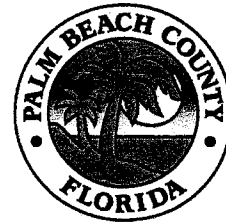
SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: BK ELECTRIC, INC.				
1223 WEST 26 th STREET				
ADDRESS OF NAMED INSURED: RIVIERA BEACH, FLORIDA 33404-4152				
POLICY NUMBER	906 6865-C12-59	693 8065-B07-59		
EFFECTIVE DATE OF POLICY	MARCH 12, 2010	NOVEMBER 7, 2009		
DESCRIPTION OF VEHICLE (Including VIN)	1995 FORD F150 1FTTE14N08HA40621	2000 FORD EXPEDITION 1FNP018L6YL617517		
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY				
a. Bodily Injury	\$250,000.00	\$250,000.00		
Each Person	\$500,000.00	\$500,000.00		
Each Accident	\$25,000.00	\$25,000.00		
b. Property Damage				
Each Accident				
c. Bodily Injury & Property Damage Single Limit				
Each Accident				
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
a. Comprehensive	\$ 500.00 Deductible	\$ 500.00 Deductible	\$ Deductible	\$ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500.00 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

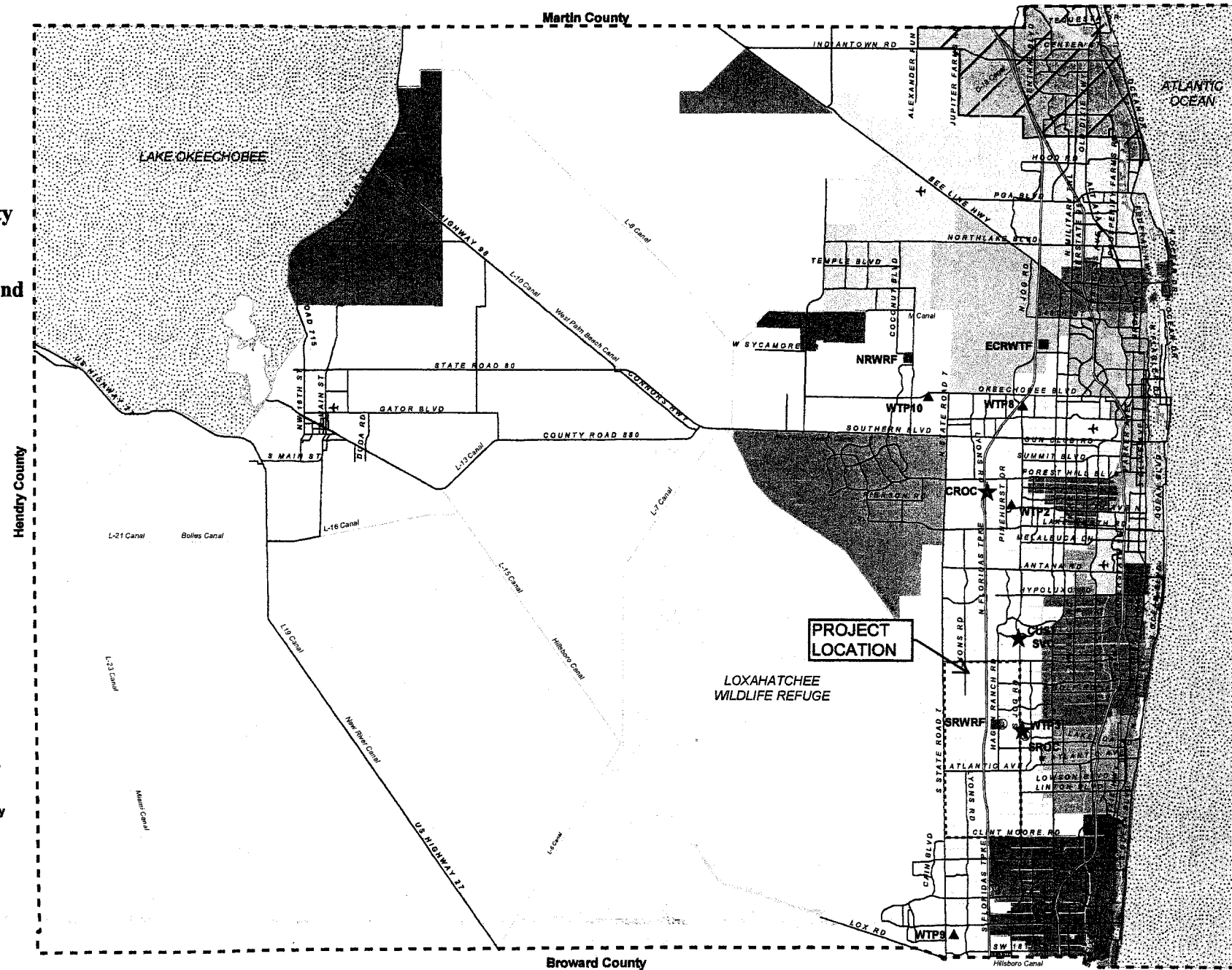
Signature of Authorized Representative <i>Louise Rodriguez</i>		REPRESENTATIVE	59-2601	10/07/2010
Name and Address of Certificate Holder		Name and Address of Agent		
PALM BEACH COUNTY FACILITY DEVELOPMENT & OPERATION 2633 VISTA PARKWAY WEST PALM BEACH, FLORIDA 33411 ATTENTION: LOUISE RODRIGUEZ		WARCEGER JAKES INSURANCE AGENCY, INC. STATE FARM INSURANCE 7731 NORTH MILITARY TRAIL, SUITE 3 PALM BEACH GARDENS, FLORIDA 33410-7430		
		REMARKS: POLICIES ARE CONTINUOUS UNLESS OTHERWISE NOTIFIED.		



**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Legend

- P.B.C.W.U.D. SA
- - - - - Mandatory Reclaimed SA
- - - - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ② Wetlands



ASI PREFERRED INSURANCE CORP
P.O. Box 33018
St Petersburg, FL 33733



Renewal Premium Notice

CAROLE L NADEAU And CARISSA NADEAU
716 TRUMAN ST
LAKE WORTH, FL 33460

AgentID: 416381
GEICO Insurance Agency, Inc
1 Geico Blvd
Fredericksburg, VA 22412
(888) 395-1200

POLICY NUMBER: FLP45845
POLICY HOLDER: CAROLE L NADEAU And CARISSA NADEAU
PROPERTY LOCATION:
716 TRUMAN AVE LAKE WORTH, FL 33460

POLICY TYPE: Homeowners
POLICY INCEPTION DATE: 12/14/2010
NOTICE DATE: 10/11/2010

Dear PolicyHolder:

We are pleased to enclose a renewal offer for your policy. Please pay the amount shown below in order to continue coverage. Since a service fee is added for each installment, you can save money by paying the total amount due. Thank you for allowing ASI to serve your insurance needs. We appreciate your business.

Florida Statute 627.4133(7)(a)1 requires insurers to provide the dollar amount of premium charged for assessments. The renewal premium shown below includes the following:

Florida Hurricane Catastrophe Fund	\$3.83	Citizens Property Insurance Corporation	\$0.00
Florida Insurance Guaranty Association	\$2.86	Citizens Property Insurance Corporation Emergency	\$5.36

Florida Statute 627.4133(7)(a)2 requires insurers to provide the dollar amount of premium increase due to an approved rate increase and the dollar amount of premium increase due to coverage changes. The renewal premium shown below includes the following:

Increase / \$0.00 decrease due to a rate revision approved by the Florida Office of Insurance Regulation
\$25.00 Increase due to a change in coverage

Your policy consists of a Hurricane and Non-hurricane premium. The renewal premium shown below includes the following:

Hurricane Premium	\$0.00
Non-hurricane Premium	\$397.00

Payor: CAROLE L NADEAU And CARISSA NADEAU
716 TRUMAN ST
LAKE WORTH, FL 33460
Loan #: 05-040101-09

Make Checks Payable and Mail To:
ASI Underwriters
P.O. Box 33018
St. Petersburg, FL 33733-8018

DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT TO ASI

1 Pay Amount: \$397.00
2 Pay, Down Payment: \$230.50
Pay Plan Fee of \$5.00 is added to each addtl payment
4 Pay, Down Payment: \$141.70
Pay Plan Fee of \$4.00 is added to each addtl payment

Policy Number
FLP45845
Insured
CAROLE L NADEAU And CARISSA NADEAU
Agent
GEICO Insurance Agency, Inc
Minimum Amount Due: \$141.70
Total Amount Due: \$397.00
Due Date: 12/14/2010

Dear Policyholder:

Currently, you do not have Ordinance or Law Coverage on your policy.

Florida Statute 627.7011 requires insurers to provide Ordinance or Law coverage on all Homeowners policies unless the insured rejects this coverage. Once a policy is in force, policyholders are required to sign a rejection once every three years. Ordinance or Law coverage extends coverage to increases in the cost of construction, repair, or demolition of your dwelling or other structures on your premises that result from ordinances, laws or building codes. The additional coverage provided by this is limited to 25% of Coverage A and applies only when a loss is caused by a peril covered under your policy. This coverage has a premium effect of approximately 10% or 15% for HO3 and HO8 respectively. By signing below, you will reject Ordinance or Law Coverage now and on subsequent renewals under this policy. If you decide to purchase this coverage, please notify your agent at the phone number listed.

Thank you for allowing ASI to service your insurance needs. We appreciate your business.

Ordinance or Law Rejection:

Florida Statute 627.7011 requires insurers to provide Ordinance or Law coverage on all Homeowners policies unless the insured rejects this coverage. Ordinance or Law coverage extends coverage to increases in the cost of construction, repair, or demolition of your dwelling or other structures on your premises that result from ordinances, laws or building codes. The additional coverage provided by this is limited to 25% of Coverage A and applies only when a loss is caused by a peril covered under your policy. This coverage has a premium effect of approximately 10% or 15% for HO3 and HO8 respectively.

By signature below, I reject Ordinance or Law Coverage now and on subsequent renewals under this policy. I understand that I must notify my agent if I decide to purchase this coverage in the future.

Insured Signature

Date