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06/24/16

Accrual Basis

# TAYLOR COASTAL WATER & SEWER DISTRICT Profit & Loss Budget Performance May 2016

	May 16	Budget	Oct '15 - May 16	YTD Budget	Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
ADJUSTMENTS, RVS BILLING	202.98	0.00	-372.52	0.00	0.00
Grinder Pump Fee	5,824.98	5,625.00	46,412.36	45,000.00	67,500.00
LATE FEES, RVS	161.22	318.55	1,246.76	2,546.86	3,820.00
SEWAGE SALES	22,095.62	21,034.00	167,080.90	168,272.00	252,408.00
WATER CONNECTION FEE (RVS MEMBERSHIP)	1,000.00	166.66	7,750.00	1,333.28	2,000.00
WATER SALES	14,848.31	14,555.00	115,265.60	116,440.00	174,660.00
<b>Total Income</b>	<b>44,133.11</b>	<b>41,699.21</b>	<b>337,383.10</b>	<b>333,592.14</b>	<b>500,388.00</b>
<b>Gross Profit</b>	<b>44,133.11</b>	<b>41,699.21</b>	<b>337,383.10</b>	<b>333,592.14</b>	<b>500,388.00</b>
<b>Expense</b>					
Property Upgrade WWTP PROPERTY	0.00	0.00	0.00	0.00	0.00
Reconciliation Discrepancies	0.00	0.00	450.45	0.00	0.00
ACCOUNTING	0.00	0.00	7,706.00	8,000.00	8,000.00
ADVERTISING	0.00	45.00	716.98	360.00	540.00
BANK CHARGES/SERVICE CHARGES	0.00	18.75	0.00	150.00	225.00
COMPUTER/SERVICE,SOFTWARE	39.74	291.67	1,971.39	2,333.36	3,500.00
DUES & SUBSCRIPTIONS	0.00	50.00	415.90	400.00	600.00
ENGINEERING SERVICES	0.00	41.66	0.00	333.28	500.00
FREIGHT	49.01	83.33	513.58	666.64	1,000.00
GAS/OIL/DIESEL	145.49	500.00	2,233.50	4,000.00	6,000.00
INSURANCE					
AUTO	0.00	189.08	0.00	1,512.64	2,269.00
BONDS, Comm/Emp Dis/D&O Lia	0.00	214.50	1,715.00	1,716.00	2,574.00
GENERAL LIABILITY INS.	0.00	146.66	0.00	1,173.28	1,760.00
POLLUTION (WWTP DIESEL TANK)	0.00	55.33	666.00	442.64	664.00
PROPERTY INSURANCE	0.00	138.75	0.00	1,110.00	1,665.00
<b>Total INSURANCE</b>	<b>0.00</b>	<b>744.32</b>	<b>2,381.00</b>	<b>5,954.56</b>	<b>8,932.00</b>
INSURANCE STIPEND	0.00	175.00	2,100.00	1,400.00	2,100.00
INTEREST EXPENSE - RURAL DEV (USDA-RD)	4,861.47	4,861.47	38,264.48	38,264.48	57,396.72
LANDSCAPING & DESIGN	100.00	25.00	100.00	200.00	300.00
LEGAL/PROFESSIONAL FEES	152.02	250.00	282.02	2,000.00	3,000.00
LICENSES & PERMITS	193.70	200.00	393.70	1,600.00	2,400.00
MOWING	500.00	83.33	820.00	666.64	1,000.00
OFFICE EXPENSE	12.42	291.66	746.60	2,333.28	3,500.00
PERSONNEL EXPENSE					
EDUCATION/CONFERENCE EXPENSE	296.04	83.33	515.04	666.64	1,000.00
RETIREMENT CONTRIBUTION-FRS (FL Retirement Systems)	790.58	723.58	6,488.76	5,788.68	8,683.00
SALARIES & WAGES-WTR & WW OP	7,825.75	6,657.42	63,267.18	53,259.36	79,889.04
SALARIES & WAGES-ADMINISTRATIVE	3,063.77	3,257.67	24,710.78	26,075.36	39,114.04
TAXES-PAYROLL	833.03	772.33	6,711.93	6,178.64	9,268.00
TRAVEL/MILEAGE	225.18	83.33	734.39	666.68	1,000.00
WORKER'S COMPENSATION INSURANCE	0.00	325.00	3,047.00	2,600.00	3,900.00

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Accrual Basis

# TAYLOR COASTAL WATER & SEWER DISTRICT Profit & Loss Budget Performance May 2016

	May 16	Budget	Oct '15 - May 16	YTD Budget	Annual Budget
<b>Total PERSONNEL EXPENSE</b>	13,034.35	11,902.66	105,475.08	95,235.36	142,854.08
Other personnel expenses (header)					
INSURANCE STIPEND	0.00		0.00	0.00	0.00
<b>Total Other personnel expenses (header)</b>	0.00		0.00	0.00	0.00
POSTAGE	0.00	252.75	2,780.45	2,022.00	3,033.00
PROP/EQUIP UPGRADES - Dist Off	0.00	508.33	0.00	4,066.64	6,100.00
Repair Maintenance District Off	30.00	83.33	470.00	666.64	1,000.00
SAFETY EQUIPMENT	0.00	16.66	0.00	133.28	200.00
TAXES-OTHER	0.00		20.99		
TAXES & LICENSES	0.00	200.00	0.00	1,600.00	2,400.00
TELEPHONE	318.21	285.33	2,760.86	2,282.68	3,424.00
TRACTOR MAINTENANCE	0.00	41.66	346.62	333.36	500.00
UTILITIES (ELECTRICAL SERVICE)	2,188.23	2,250.00	17,264.44	18,000.00	27,000.00
VEHICLE MAINTENANCE	0.00	83.33	653.90	666.64	1,000.00
WASTEWATER DEPARTMENT					
NEW PUMP PURCHASE DISTRICT	0.00		3,000.00		
GP INSTALLATION EXPENSES	5,925.24		19,630.41		
GRINDER PUMP REPAIR ACCOUNT	3,000.00	4,216.00	19,695.81	33,728.00	50,592.00
CHEMICALS, SEWER	122.50	125.00	411.25	1,900.00	2,400.00
GROUNDWATER MONITORING, WWTP	0.00	416.67	2,174.45	3,333.36	5,000.00
LAB TESTING/SUPPLIES, SEWER	190.00	216.68	1,769.55	1,733.44	2,600.00
REPAIR/MAINTENANCE, SEWER	346.67	706.17	2,492.95	5,649.36	8,474.00
REPLACEMENT PARTS, SEWER	1,043.53	625.00	5,486.71	5,000.00	7,500.00
SLUDGE HAULING	0.00	591.66	1,775.00	4,733.28	7,100.00
SUPPLIES/SMALL TOOLS, SEWER	0.00	58.33	606.71	466.64	700.00
SYSTEM/PLANT UPGRADES, SEWER	0.00	166.67	0.00	1,333.36	2,000.00
<b>Total WASTEWATER DEPARTMENT</b>	10,627.94	7,122.18	57,042.84	57,877.44	86,366.00
WATER DEPARTMENT					
PROPERTY MAINTENANCE-WELL HEAD	0.00	0.00	0.00	0.00	0.00
CHEMICALS, WATER	939.00	125.00	1,114.00	1,000.00	1,500.00
LAB TESTING/SUPPLIES, WATER	120.00	196.66	3,010.89	1,573.28	2,360.00
REPAIR/MAINTENANCE, WATER	1,888.20	416.67	3,440.15	3,333.36	5,000.00
REPLACEMENT PARTS, WATER	325.00	250.00	4,978.83	2,000.00	3,000.00
SUPPLIES/SMALL TOOLS, WATER	28.56	58.33	461.92	466.64	700.00
SYSTEM/PLANT UPGRADES, WATER	0.00	41.67	0.00	333.36	500.00
TANK MAINTENANCE, WATER	0.00	595.00	3,947.56	4,760.00	7,140.00
<b>Total WATER DEPARTMENT</b>	3,300.76	1,683.33	16,953.35	13,466.64	20,200.00
<b>Total Expense</b>	35,553.34	32,090.75	262,864.13	265,012.92	393,070.80
<b>Net Ordinary Income</b>	8,579.77	9,608.46	74,518.97	68,579.22	107,317.20
Other Income/Expense					
Other Income					

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Accrual Basis

# TAYLOR COASTAL WATER & SEWER DISTRICT Profit & Loss Budget Performance May 2016

	May 16	Budget	Oct '15 - May 16	YTD Budget	Annual Budget
CUSTOMER GRINDER PUMP SALES	2,600.00		30,000.00		
GAIN/LOSS ON DISPOSAL OF ASSETS	0.00		-43.00		
INTEREST INCOME	1.16		1,035.32		
LABOR/PARTS, CUST REPAIR	281.42		1,087.67		
MISCELLANEOUS INCOME	0.00		4.52		
Total Other Income	2,882.58		32,084.51		
Net Other Income	2,882.58		32,084.51		
Net Income	11,462.35	9,608.46	106,603.48	68,579.22	107,317.20

## TAYLOR COASTAL WATER & SEWER DISTRICT EXPENSE BREAKDOWN May 2016

Date	Num	Name	Memo	Amount
<b>COMPUTER/SERVICE,SOFTWARE</b>				
05/01/2016		FAIRPOINT COMMUNICATIO...	Internet Service District Office	39.74
Total COMPUTER/SERVICE,SOFTWARE				39.74
<b>FREIGHT</b>				
05/06/2016	19922	MUNICIPAL WATER WORKS	Municipal Water Works	16.01
05/09/2016	SE3971...	ANIXTER, INC	Anixter, Inc	9.00
05/31/2016	3892089	HAWKINS, INC	Fuel Surcharge Hawkins, Inc	12.00
05/31/2016	3892088	HAWKINS, INC	Fuel Surcharge Hawkins, Inc	12.00
Total FREIGHT				49.01
<b>GAS/OIL/DIESEL</b>				
05/09/2016		KEATON BEACH GAS & GRILL	Diesel for Tractor	44.32
05/09/2016		KEATON BEACH GAS & GRILL	Fuel for Cheverolet Truck mi...	45.00
05/16/2016		KEATON BEACH GAS & GRILL	Fuel for Tractor	11.87
05/25/2016		KEATON BEACH GAS & GRILL	Fuel for White Service Truck...	44.30
Total GAS/OIL/DIESEL				145.49
<b>INTEREST EXPENSE - RURAL DEV (USDA-RD)</b>				
05/31/2016	Accrued...		May 31, 2016	4,861.47
Total INTEREST EXPENSE - RURAL DEV (USDA-RD)				4,861.47
<b>LANDSCAPING &amp; DESIGN</b>				
05/16/2016	531925	FAULKNER LAWN & MAINTEN...	Office, take out plants and c...	100.00
Total LANDSCAPING & DESIGN				100.00
<b>LEGAL/PROFESSIONAL FEES</b>				
05/31/2016	3102-12...	SMITH & ASSOCIATES ATTO...	Prepared written correspond...	97.50
05/31/2016	3102-12...	SMITH & ASSOCIATES ATTO...	14 copies and postage \$8.02	22.02
05/31/2016	3102-12...	SMITH & ASSOCIATES ATTO...	Prepared email to Lynette wi...	32.50
Total LEGAL/PROFESSIONAL FEES				152.02
<b>LICENSES &amp; PERMITS</b>				
05/17/2016		TAYLOR COUNTY TAX COLL...	2005 Dodge Dakota Registr...	46.85
05/17/2016		TAYLOR COUNTY TAX COLL...	2006 ANDS registration 07/0...	36.00
05/17/2016		TAYLOR COUNTY TAX COLL...	2015 RPMC trailer registratio...	33.35
05/17/2016		TAYLOR COUNTY TAX COLL...	2016/White/Chevrolet registr...	52.50
05/17/2016	543152	DEP - Storage Tank Registration	Storage Tank Account # : S...	25.00
Total LICENSES & PERMITS				193.70
<b>MOWING</b>				
05/16/2016	531925	FAULKNER LAWN & MAINTEN...	Sewer Plant 4-6-16	200.00
05/16/2016	531925	FAULKNER LAWN & MAINTEN...	Sewer Plant 5-11-16	200.00
05/16/2016	531925	FAULKNER LAWN & MAINTEN...	Booster Station 5-11-16	25.00
05/16/2016	531925	FAULKNER LAWN & MAINTEN...	Water Treatment Plant 5-11-...	50.00
05/16/2016	531925	FAULKNER LAWN & MAINTEN...	Office 5-11-16	25.00
Total MOWING				500.00
<b>OFFICE EXPENSE</b>				
05/19/2016		ANNIE MAE MURPHY, CLER...	Recorded copy of Taylor Co...	12.42
Total OFFICE EXPENSE				12.42
<b>PERSONNEL EXPENSE</b>				
<b>EDUCATION/CONFERENCE EXPENSE</b>				
05/03/2016		FL RURAL WATER	Registration Fee Ron Benne...	100.00
05/20/2016		FL RURAL WATER	Registration Fee C/C Drinkin...	35.00
05/23/2016		RESORT COLLECTION	Ron Bennett overnight stay f...	161.04
Total EDUCATION/CONFERENCE EXPENSE				296.04
<b>RETIREMENT CONTRIBUTION-FRS (FL Retirement Systems)</b>				
05/02/2016	4778	BENNETT, RONALD A		287.98
05/02/2016	4779	CARLTON, MYREETHA DIAN...		143.15
05/02/2016	4780	MORGAN, DAVID L.		113.22
05/02/2016	4781	MURPHY, SEAN A		123.39
05/02/2016	4782	SENER, LYNETTE T		122.84
Total RETIREMENT CONTRIBUTION-FRS (FL Retirement Systems)				790.58
<b>SALARIES &amp; WAGES-WTR &amp; WW OP</b>				

**TAYLOR COASTAL WATER & SEWER DISTRICT**  
**EXPENSE BREAKDOWN**  
 May 2016

Date	Num	Name	Memo	Amount
05/02/2016	4778	BENNETT, RONALD A		3,666.67
05/02/2016	4778	BENNETT, RONALD A		300.00
05/02/2016	4779	CARLTON, MYREETHA DIAN...		300.00
05/02/2016	4780	MORGAN, DAVID L.		1,259.53
05/02/2016	4780	MORGAN, DAVID L.		0.00
05/02/2016	4780	MORGAN, DAVID L.		0.00
05/02/2016	4780	MORGAN, DAVID L.		300.00
05/02/2016	4781	MURPHY, SEAN A		1,314.36
05/02/2016	4781	MURPHY, SEAN A		85.19
05/02/2016	4781	MURPHY, SEAN A		300.00
05/02/2016	4782	SENER, LYNETTE T		300.00
Total SALARIES & WAGES-WTR & WW OP				7,825.75
<b>SALARIES &amp; WAGES-ADMINISTRATIVE</b>				
05/02/2016	4779	CARLTON, MYREETHA DIAN...		1,671.81
05/02/2016	4782	SENER, LYNETTE T		1,391.96
Total SALARIES & WAGES-ADMINISTRATIVE				3,063.77
<b>TAXES-PAYROLL</b>				
05/02/2016	4778	BENNETT, RONALD A		245.93
05/02/2016	4778	BENNETT, RONALD A		57.52
05/02/2016	4778	BENNETT, RONALD A		0.00
05/02/2016	4779	CARLTON, MYREETHA DIAN...		122.25
05/02/2016	4779	CARLTON, MYREETHA DIAN...		28.59
05/02/2016	4780	MORGAN, DAVID L.		96.69
05/02/2016	4780	MORGAN, DAVID L.		22.61
05/02/2016	4781	MURPHY, SEAN A		105.37
05/02/2016	4781	MURPHY, SEAN A		24.64
05/02/2016	4782	SENER, LYNETTE T		104.90
05/02/2016	4782	SENER, LYNETTE T		24.53
Total TAXES-PAYROLL				833.03
<b>TRAVEL/MILEAGE</b>				
05/02/2016		SEAN MURPHY	Mileage April 2016-148 mile...	79.92
05/31/2016		SEAN MURPHY	Mileage May1 2016-148 mile...	145.26
Total TRAVEL/MILEAGE				225.18
Total PERSONNEL EXPENSE				13,034.35
<b>Repair Maintenance District Off</b>				
05/27/2016	707696	MESSICK PEST CONTROL	Monthly Pest Control May 2...	30.00
Total Repair Maintenance District Off				30.00
<b>TELEPHONE</b>				
05/01/2016		FAIRPOINT COMMUNICATIO...	Auto-Dialer WWTP (578-20...	45.08
05/01/2016		FAIRPOINT COMMUNICATIO...	WTP (578-2080)	45.08
05/01/2016		FAIRPOINT COMMUNICATIO...	WWTP (578-2474)	45.08
05/01/2016		FAIRPOINT COMMUNICATIO...	District Office (578-3043)	68.70
05/01/2016		FAIRPOINT COMMUNICATIO...	Usage Charges WWTP (578...	2.97
05/01/2016		FAIRPOINT COMMUNICATIO...	Usage Charges District Offic...	2.97
05/02/2016	4778	BENNETT, RONALD A		-31.08
05/02/2016	4781	MURPHY, SEAN A		-38.00
05/09/2016	9765107...	VERIZON WIRELESS	Sean Murphy- 843-1341	46.11
05/09/2016	9765107...	VERIZON WIRELESS	Shelf Phone 843-1917	0.22
05/09/2016	9765107...	VERIZON WIRELESS	David Morgan - 843-7613	12.53
05/09/2016	9765107...	VERIZON WIRELESS	Ronald Bennett - 843-7621	118.33
05/09/2016	9765107...	VERIZON WIRELESS	Shelf Phone 843-7626	0.22
Total TELEPHONE				318.21
<b>UTILITIES (ELECTRICAL SERVICE)</b>				
05/23/2016	75400	TRI-COUNTY ELECTRIC, INC.	WATER PLANT, WELL	312.24
05/23/2016	75400	TRI-COUNTY ELECTRIC, INC.	BOOSTER STATION	30.77
05/23/2016	75400	TRI-COUNTY ELECTRIC, INC.	DISTRICT OFFICE	125.08
05/23/2016	75400	TRI-COUNTY ELECTRIC, INC.	LIFT STATION #2, GRACKLE	81.62
05/23/2016	75400	TRI-COUNTY ELECTRIC, INC.	WASTEWATER PLANT	1,239.75
05/23/2016	75400	TRI-COUNTY ELECTRIC, INC.	LIFT STATION #1, BOAT R...	287.52
05/23/2016	75400	TRI-COUNTY ELECTRIC, INC.	WW STORAGE	30.77
05/23/2016	75400	TRI-COUNTY ELECTRIC, INC.	WW OFFICE/SHOP	80.48

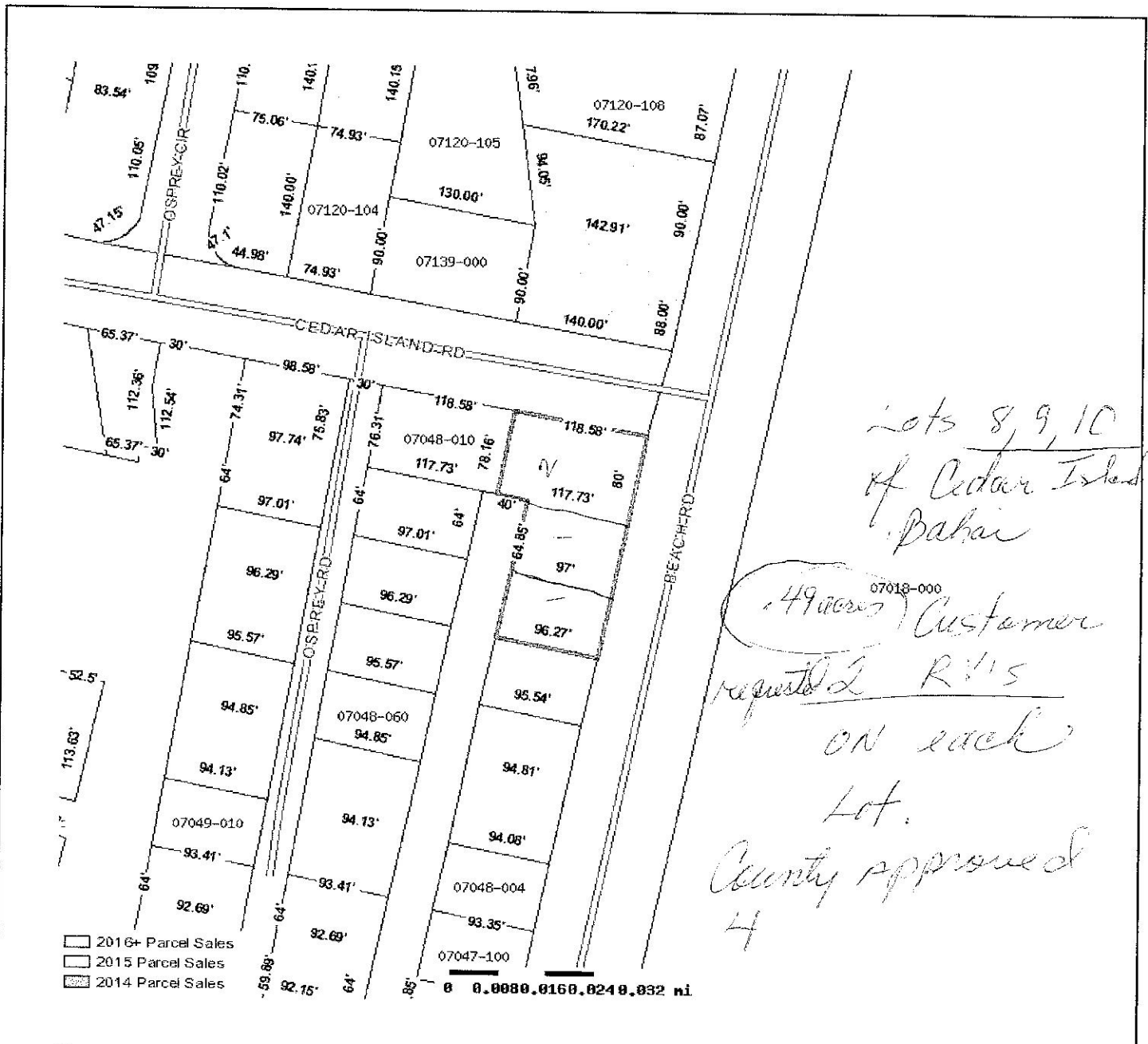
## TAYLOR COASTAL WATER & SEWER DISTRICT EXPENSE BREAKDOWN May 2016

Date	Num	Name	Memo	Amount
Total UTILITIES (ELECTRICAL SERVICE)				2,188.23
<b>WASTEWATER DEPARTMENT</b>				
<b>GP INSTALLATION EXPENSES</b>				
05/02/2016	C12653	STUDSTILLS	4 bags of Quikrete @ \$5.50 ...	22.00
05/02/2016	7909	F.J. NUGENT & ASSOCIATES...	100' Roll of 1-1/4" Tubing	100.00
05/03/2016		ANNIE MAE MURPHY, CLER...	Gary Dorris Easement Rec...	19.20
05/10/2016	146481	GARY DORRIS	90L PVC 4"HXH Elbow	10.99
05/11/2016	1605-58...	STEINHATCHEE ACE HARD...	Concrete Mix 11 bags at \$4....	53.35
05/17/2016		ANNIE MAE MURPHY, CLER...	Eric Stokes Easement Rec...	27.70
05/17/2016		ANNIE MAE MURPHY, CLER...	Dennis C Wigglesworth Eas...	19.20
05/17/2016		ANNIE MAE MURPHY, CLER...	Sidney P Hill Jr Easement ...	19.20
05/18/2016	7941	F.J. NUGENT & ASSOCIATES...	GP Install Brad Borland #617	2,800.00
05/23/2016	7948	F.J. NUGENT & ASSOCIATES...	GP Install Tim Stanton #370	2,800.00
05/24/2016	Bradley ...	ANNIE MAE MURPHY, CLER...	Bradley Lynn Borland record...	19.20
05/26/2016	SE3974...	ANIXTER, INC	SQD Hom230 2P-120/240V...	29.49
05/26/2016	SE3974...	ANIXTER, INC	6 PVC 1 IN PVC SCHED 40...	3.84
05/26/2016	SE3974...	ANIXTER, INC	6 PVC 1 IN PVC Coupling ...	1.07
Total GP INSTALLATION EXPENSES				5,925.24
<b>GRINDER PUMP REPAIR ACCOUNT</b>				
05/03/2016	7913	F.J. NUGENT & ASSOCIATES...	2 E-One Upgrade Core 120...	3,000.00
Total GRINDER PUMP REPAIR ACCOUNT				3,000.00
<b>CHEMICALS, SEWER</b>				
05/31/2016	3892088	HAWKINS, INC	70.00 gallons of Sodium Hy...	122.50
Total CHEMICALS, SEWER				122.50
<b>LAB TESTING/SUPPLIES, SEWER</b>				
05/24/2016	299103	FLOWERS CHEMICAL LABO...	Routine Monthly CBOD TSS...	45.00
05/24/2016	299103	FLOWERS CHEMICAL LABO...	Routine Monthly CBOD TSS...	80.00
05/24/2016	299103	FLOWERS CHEMICAL LABO...	Routine Monthly NO2/NO3 (...)	45.00
05/24/2016	299103	FLOWERS CHEMICAL LABO...	Routine Monthly Pickup Fee...	20.00
Total LAB TESTING/SUPPLIES, SEWER				190.00
<b>REPAIR/MAINTENANCE, SEWER</b>				
05/09/2016	SE3971...	ANIXTER, INC	500 ft of thhn green wire @ ...	74.10
05/09/2016	SE3971...	ANIXTER, INC	PVC 3/4" Term Adptr (25 @ ...)	4.95
05/09/2016	SE3971...	ANIXTER, INC	3/4" Steel Lock-Nut	2.53
05/23/2016	1605-58...	STEINHATCHEE ACE HARD...	Pail Plstc 1QT Calibrate	1.79
05/23/2016	1605-58...	STEINHATCHEE ACE HARD...	Paintbrsh Chip3"Wht Brsl	2.99
05/23/2016	1605-58...	STEINHATCHEE ACE HARD...	Resin Quart w/Hardner	12.68
05/23/2016	1605-58...	STEINHATCHEE ACE HARD...	Mattin	1.00
05/24/2016	16-215	MELVIN'S HAULING, INC.	Bike Trail sewer line install	225.00
05/26/2016	SE3974...	ANIXTER, INC	PVC 3/4 IN PVC SCH40 Co...	10.40
05/26/2016	8575	LILES ACE HARDWARE	Screws and bits to relocate ...	11.23
Total REPAIR/MAINTENANCE, SEWER				346.67
<b>REPLACEMENT PARTS, SEWER</b>				
05/03/2016	146155	RAGAN'S ACE HARDWARE	Wire 14Thhn STR WHT 225'...	25.00
05/09/2016	SE3971...	ANIXTER, INC	SQD Hom24L70RB Load Ce...	194.24
05/09/2016	SE3971...	ANIXTER, INC	SQD HOM230 2 @ \$9.83 ea...	19.66
05/09/2016	SE3971...	ANIXTER, INC	1" PVC Term Adptr 12 @ \$2...	3.00
05/09/2016	SE3971...	ANIXTER, INC	1" steel lock nut 12 @ 17.24...	2.07
05/10/2016	B8616	STUDSTILLS	4" 90 Elbow 2 @ \$14.99	29.98
05/10/2016	B8616	STUDSTILLS	4"X20' SCH40 PVC 15 Foot ...	37.11
05/16/2016	7939	F.J. NUGENT & ASSOCIATES...	1-1/4" 90 Degree Elbow C to...	135.90
05/16/2016	7939	F.J. NUGENT & ASSOCIATES...	2" 90 Degree Elbow C to C ...	293.22
05/16/2016	7939	F.J. NUGENT & ASSOCIATES...	1 1/4" Gripper Rings 12 @ \$...	82.44
05/16/2016	7939	F.J. NUGENT & ASSOCIATES...	2" Gripper Rings 12@ \$8.25...	99.00
05/26/2016	SE3974...	ANIXTER, INC	110 ft PVC 1 IN PVC SCH4...	30.41
05/27/2016	B9460	STUDSTILLS	Quikrete Concrete Mix 8 @ ...	44.00
05/27/2016	B9460	STUDSTILLS	4 x 20 SCH40 PVC PIPE 10...	25.52
05/27/2016	147311	RAGAN'S ACE HARDWARE	2 90l pvc dwv 4:HXH	21.98
Total REPLACEMENT PARTS, SEWER				1,043.53
Total WASTEWATER DEPARTMENT				10,627.94

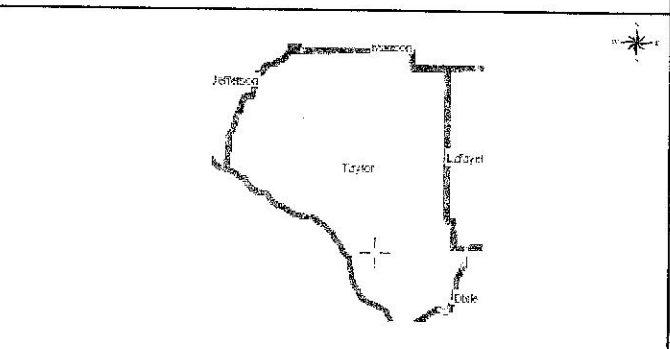
11:44 AM  
 06/24/16  
 Accrual Basis

**TAYLOR COASTAL WATER & SEWER DISTRICT**  
**EXPENSE BREAKDOWN**  
 May 2016

Date	Num	Name	Memo	Amount
<b>WATER DEPARTMENT</b>				
<b>CHEMICALS, WATER</b>				
05/20/2016	26780	DAVE SYMONDS & ASSOC.	55 Gallon Drum of Aqua Gol...	799.00
05/31/2016	3892089	HAWKINS, INC	80.00 gallons of Sodium Hy...	140.00
Total CHEMICALS, WATER				939.00
<b>LAB TESTING/SUPPLIES, WATER</b>				
05/20/2016		FLOWERS CHEMICAL LABO...	Routine Monthly Colifert-18 ...	100.00
05/24/2016	299103	FLOWERS CHEMICAL LABO...	Routine Monthly Pickup Fee...	20.00
Total LAB TESTING/SUPPLIES, WATER				120.00
<b>REPAIR/MAINTENANCE, WATER</b>				
05/02/2016		RONALD BENNETT	Mileage for April 2016 - 121...	653.94
05/24/2016	16-215	MELVIN'S HAULING, INC.	Bike Trail water line install	225.00
05/31/2016		RONALD BENNETT	Mileage for May 2016 - 1869...	1,009.26
Total REPAIR/MAINTENANCE, WATER				1,888.20
<b>REPLACEMENT PARTS, WATER</b>				
05/03/2016	146155	RAGAN'S ACE HARDWARE	Wire 14thhn STR WHT 250' ...	25.00
05/06/2016	19922	MUNICIPAL WATER WORKS	6 Meters 5/8 x 3/4 @ \$50.00...	300.00
Total REPLACEMENT PARTS, WATER				325.00
<b>SUPPLIES/SMALL TOOLS, WATER</b>				
05/05/2016		DOLLAR GENERAL	Bath Tissue and Paper Towels	21.40
05/16/2016		WALTER B'S	1 can of Deep Woods Off	7.16
Total SUPPLIES/SMALL TOOLS, WATER				28.56
Total WATER DEPARTMENT				3,300.76
<b>TOTAL</b>				<b>35,553.34</b>



Parcel: 07048-000 Acres: 0	
BLALOCK GERELDA R	57,000
0 on 01-2007 Reason= Qual=Y	0
TRUSTEE	57,000
3319 SULLIVAN RD	57,000
PERRY, FL 32348	0
	57,000



The Taylor County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER TAYLOR COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—  
 Date printed: 05/23/16 : 15:46:53



**TAYLOR COASTAL WATER & SEWER DISTRICT**

**18820 BEACH ROAD**

**PERRY, FL 32348**

**Phone: (850) 578-3043**

**Fax: (850) 578-3095**

**tcwsd@fairpoint.net**

May 12, 2008

Robert R. Swain  
4051 US 19 South  
Perry, FL 32348

*copy*

RE: Lots 61 & 62, Corner of Ponce DeLeon and Blue Creek

Dear Mr. Swain:

We have reviewed your request to obtain water and sewer for the above mentioned two (2) lots at the corner of Ponce DeLeon and Blue Creek. We understand that you plan to construct a total of four (4) RV sites on these lots.

*X2* Per our Ordinance and our Rules and Regulations, there must be one water service per platted lot; therefore, you will be required to obtain two (2) water meters. The water connection fee is \$1,000 per lot and payable before meter installation. You may choose to activate one or both water meters.

One simplex grinder pump station will support the four (4) RV sites and the boat you anticipate docking on premises. This unit can be obtained for an estimated cost of \$5,900 since you already have a grant-funded sewer valve box. The price quoted is per our latest contract installation and is subject to change. We must receive payment in the amount of \$5,900 prior to presenting the installation request to our contractor. Any additional costs will be billed to you and must be paid before activation of the sewer. Should the installation costs be less than the payment received, we will issue a refund.

This simplex grinder pump is to be used to support four (4) RV sites. Should future development occur on this property, you may be required to purchase a second grinder pump installation, as well as, activate the second water meter if you choose not to do so at this time.

In order to obtain the above services, you must come to the District office to complete required paperwork and supply the initial payment in the amount of \$7,900 – the required funds for water and sewer provision. You may contact the office personnel at (850) 578-3043 if you have any questions.

Sincerely,

*John K. Gentry*

John K. Gentry, General Manager  
TAYLOR COASTAL WATER & SEWER DISTRICT

5900  
2000  
\$ 7900

*Paid*  
*ch# 6693*  
*5/12/08*  
*EG*

**Subject:** Re: Review of Water Improvements Engineering Firm Agreement

**From:** Mike Smith <mike@msmithpa.com>

**Date:** 6/1/2016 12:53 PM

**To:** Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>

Diane,

I have the following comments regarding the *Dewberry* agreement:

- a) First, this is what's called an *adhesion* agreement, because it is primarily one-sided. One example is paragraph two (2) "Scope of Services". This paragraph is more like an exclusion paragraph in an insurance policy.
- b) Paragraph three (3): "Your Oral Decisions." One should never give oral instruction.
- c) Paragraph eight (8): "Reimbursable Expenses." What expenses are reimbursable? Take that figure and then add fifteen percent (15%). Right.
- d) Paragraph thirteen (13): "Your Claims." You waive any action against them for their errors and mistakes.
- e) Paragraph eighteen (18): "Applicable Law and Forum Selection." I always like this paragraph. The law in Virginia controls this contract and not Florida. I would keep looking if I were you and try to stay in Florida.

Please advise should you have further questions or concerns.

--Mike

MSS/thm

Smith & Associates

Attorneys at Law, P.A.

411 North Washington Street

Perry, FL 32347

MAILING ADDRESS:

P.O. Drawer 579

Perry, FL 32348

Ph: 850.584.3812

Fax: 850.584.7148

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message and then delete it from your system. Use, dissemination, distribution, or reproduction of the foregoing electronic mail (including any attachments) by unintended recipients is not authorized by the sender and may be unlawful.

On Thu, May 26, 2016 at 10:13 AM, Taylor Coastal Water and Sewer District <[tcwsd@tciro.com](mailto:tcwsd@tciro.com)> wrote:

Good Morning,

I have attached an agreement that the district commissioners would like for you to review prior to execution. The district advertised for these services in March and at the April board meeting chose this firm.

The contact person for the firm is Debra Preble, P.E. at [850-443-0067](tel:850-443-0067) or [prebled@preble-rish.com](mailto:prebled@preble-rish.com).

Let me know if you need any other information.

Respectfully,

--

Diane Carlton  
Office Manager  
Board Secretary

"This institution is an equal opportunity provider and employer."

Please note: Florida has a very broad public record law. Most written communications

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2016.0.7598 / Virus Database: 4591/12341 - Release Date: 06/01/16

**Subject:** RE: Agreement with TCWSD and Dewberry  
**From:** "Preble, Debra" <DPreble@Dewberry.com>  
**Date:** 6/9/2016 11:01 AM  
**To:** Mike Smith <mike@msmithpa.com>  
**CC:** "Taylor Coastal Water and Sewer District (tcwsd@fairpoint.net)" <tcwsd@fairpoint.net>, "Gray, Evangeline" <egrays@Dewberry.com>

Mike,

This version of the contract reflects changes made due to your comments and our attorney's review.

Sincerely, Debby

Debra Preble, PE  
Senior Associate  
Dewberry | Preble-Rish  
Office 850-523-0062  
Mobile 850-443-0067  
www.dewberry.com

**From:** Mike Smith [mailto:mike@msmithpa.com]  
**Sent:** Thursday, June 09, 2016 9:07 AM  
**To:** Gray, Evangeline  
**Cc:** Preble, Debra; TCWSD  
**Subject:** Agreement with TCWSD and Dewberry

Eve,

I am the attorney for the Taylor Coastal Water and Sewer District (the "District"). May I suggest you deal directly with me, so we can conclude this matter quickly. One of the issues disclosed upon my review of the agreement was both venue and jurisdiction. Florida law and venue should control.

As I mentioned to Ms. Preble, if you will send me a second draft incorporating my comments, I will review it.

--Mike

MSS/thm

Smith & Associates  
Attorneys at Law, P.A.  
411 North Washington Street  
Perry, FL 32347  
MAILING ADDRESS:  
P.O. Drawer 579

Perry, FL 32348  
Ph: 850.584.3812  
Fax: 850.584.7148

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Visit Dewberry's website at [www.dewberry.com](http://www.dewberry.com)

If you've received this email even though it's intended for someone else, then please delete the email, don't share its contents with others, and don't read its attachments. Thank you.

---

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2016.0.7639 / Virus Database: 4604/12389 - Release Date: 06/09/16

— Attachments: —

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Taylor Coastal Water Attachment-B Revised.docx	40.3 KB
MSA Cover Page Taylor Coastal.pdf	35.3 KB

## Master Services Agreement

Dewberry | Preble-Rish will not be required to render services until this contract until signed copy had been returned by Client. Dewberry | Preble-Rish is an equal opportunity employer and, as such, complies with Section 202 of Executive Order 11246 as amended.

<b>Agreement Effective Date:</b> May 24 <sup>th</sup> , 2016	<b>Agreement Expiration Date/Term:</b> 5 years
--	--

<b>Client Information</b>	
<b>Client:</b> Taylor Coastal Water and Sewer District	
<b>Client POC:</b> Lynn Aibejeris	<b>Date Ordered:</b> April 26 <sup>th</sup> , 2016
<b>Phone No.:</b> 850.578.3043	<b>Email:</b> tcwsd@fairpoint.net

<b>Dewberry   Preble-Rish Information</b>	
<b>Dewberry Project/BU:</b> 2723	<b>Dewberry Project Manager:</b> Debra Preble
<b>Phone No:</b> 850.523.0062	<b>Dewberry Email:</b> dpreble@dewberry.com

<b>General Description of Services</b>
Taylor Coastal Water and Sewer District provides water and sewer services primarily to small rural second home communities in environmentally sensitive areas. The District was created by Taylor County. Dewberry Preble-Rish will provide professional services to the District to meet their needs for utility engineering. Services will include but not be limited to preparing reports, funding research, preparing grant applications, design of utility improvements or expansions, permitting, and construction phase services. Each service will be authorized in advance by the District using that attached task order form.

The standard billing rate schedule (attachment A, dated September 14<sup>th</sup>, 2015) and standard terms and conditions (attachment B, dated 04/11) are attached and made a part of this Agreement.

<b>Dewberry   Preble-Rish</b>	
<b>Signature of Authorized Representative:</b>	<b>Date:</b>
<b>Print Name and Title of Authorized Representative:</b> Debra Preble, Senior Associate	
<b>Print Exact Name of Dewberry Entity:</b> Dewberry   Preble-Rish Company	

<b>Client</b>	
<b>Signature of Authorized Representative:</b>	<b>Date:</b>
<b>Print Name and Title of Authorized Representative:</b>	<b>Date:</b>
<b>Print Client Official Business Name:</b>	<b>Date:</b>

Dewberry | Preble-Rish  
 Master Agreement for Professional Services

TASK ORDER NO. \_\_\_\_\_

THIS TASK ORDER IS ISSUED PURSUANT TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED:

, which is incorporated herein by this reference, with respect to	
	(Facility)
	("Customer").

Total Task Order Value:

Specific Services:

Compensation/Billing Provisions:

Work Schedule:

Documents attached to this Task Order:

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:	
For the Client:	For Dewberry Preble-Rish
Name:	Name:
Address:	Address:
Telephone:	Telephone

This Task Order No. _____ is effective (date) _____	
Accepted for Dewberry Preble-Rish by:	Accepted for Client by:
Name	Name
Title	Title

## ATTACHMENT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 24 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of architectural, engineering, surveying, planning, or other services ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire agreement between you and us.

If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.

2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
- e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
- h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

We do not provide legal, accounting, or insurance services.

3. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

4. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.

5. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.

6. **Construction Costs.** Construction costs are defined as the total actual cost or estimated cost to you of all elements of the project designed or specified by us excluding our fees. We assume no responsibility for any Project or construction cost estimates or opinions given to you as we have no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions.

7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.

8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of one and one half percent per month on any unpaid balance not received by us within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.

9. **Information From You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.

10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents



from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.

11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

12. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 15 of the STCs.

13. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.

14. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.

15. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 10, 13, 14, 17, 21 and 23 of this Agreement. Despite anything in this Paragraph 17 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.

16. **Applicable Law and Forum Selection.** Florida's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 19, the parties agree that the courts of Florida, shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

17. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Leon County, Florida in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 18 above.

18. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

19. **Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. We shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Should you find the terms of this Paragraph 21 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

20. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

21. **Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 23 in the event of our sole negligence.

22. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.