

Eagle Ridge WWTP Fencing Removal and Installation				1		2	
				C&C Tree Service Fence Builders P.O. Box 306 Highland City, FL 33846		Revolution Fence Company 1445 Del Rio Dr Fort Myers, FL 33901	
ITEM	DESCRIPTION	EST. QTY.	U/M	BID PRICE PER UNIT	TOTAL BID PRICE	BID PRICE PER UNIT	TOTAL BID PRICE
1	Mobilization	1	LS	\$ 9,960.00	\$ 9,960.00	-	-
2	6 FT Chainlink Fence (Material and Installation)	540	LF	\$ 28.00	\$ 15,120.00	-	-
3	9 FT Simulated Stone Fence (Installation)	1120	LF	\$ 23.00	\$ 25,760.00	-	-
4	9 FT by 12 FT Wide Access Gate Support Frame and Installation (Simulated Stone Gate Materials to be provided by Owner)	2	EA	\$ 1,024.00	\$ 2,048.00	-	-
5	Existing Fence Removal	1660	LF	\$ 12.00	\$ 19,920.00	-	-
OPTIONAL IMPROVEMENTS		BID TOTAL (ITEMS 1-5)			\$ 72,808.00		NO BID
6	Automatic 9 FT by 12 FT Wide Access Gate with Remote Opener and Keypad (Material and Installation)	1	LS	-	NO BID	-	NO BID
		BID TOTAL (ITEMS 1-5)			\$ 72,808.00		NO BID



Sunny Grove Landscaping, Inc.

PO Box 347
 Estero, FL 33929
 (239) 992-1818
 Fax (239) 992-3564
 www.sunnygrove.com

PROPOSAL

022176

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Page: 1

Thursday, January 09, 2020

Utilities, Inc. of Florida
 200 Weathersfield Ave
 Altamonte Spring FL 32714

For:

Eagle Ridge WWTF-14668 Aeries Way Dr
 Per Plan Take Off
 Attn: Michael Wilson

Item Number and Description	Size	Quantity	Price	Total Amount
62462	Mobilization	1	500.00	500.00
15456	Slash Pine, Florida 2" cal. See note #2 below.	58	275.00	15950.00
16708	Magnolia, Brown Brackens	9	450.00	4050.00
18494	Bald Cypress	20	200.00	4000.00
41182	Simpson's Stopper See note #3 below.	308	70.00	21560.00
40200	Cocoplum 'Red Tip' See note #4 below	373	30.00	11190.00
70390	Mulch, Florimulch/Melaluca	70	65.00	4550.00
Landscaping Sub-Tota				<u>\$61,800.00</u>
70070	Sod, Bahia Sod is an estimate only and will be billed for actual amount laid.	70000	.29	20300.00
Sub-Tota				<u>\$20,300.00</u>
70100	Irrigation See proposal #000911	1	18748.30	18748.30
Sub-Tota				<u>\$18,748.30</u>
Total				<u>\$100,848.30</u>

NOTES:

- 1) Per plan by Kimley Horn dated 12, 2019, Sheets L-100, IR-100.
- 2) Slash Pine bid at 10' ht. Spreadsheet reflects 12' ht.
- 3) Simpson's Stopper bid at quantity of 308 per Sunny Groves take-off. Plant schedule and spreadsheet reflects 299.
- 4) Cocoplum bid at quantity of 373 per Sunny Groves take-off. Plant schedule and spreadsheet reflects 381.
- 5) P.O.C. - 1" existing mainline
- 6) If needed, battery controllers are available at \$155/each.



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Utilities, Inc. of Florida
 200 Weathersfield Ave
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For:

Eagle Ridge WWTF-14668 Aeries Way Dr
 Per Plan Take Off
 Attn: Michael Wilson

Item Number and Description	Size	Quantity	Price	Total Amount
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Guarantee: All materials are guaranteed to meet the specs stated herein. Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over/above this estimate.
 Warranty: Trees and palms are warranted 180 days, shrubs and groundcovers 90 days, and sod 30 days. Sunnygrove will replace warranted plant that dies or is not established during said warranty period if caused by negligence or poor workmanship by Sunnygrove. Sunnygrove cannot warranty plant material or sod that is not watered by an automatic irrigation system with 100% coverage. It is the responsibility of the Owner/Builder/Owner's rep to commence maintenance of all plant material and sod with an irrigation system at the time of substantial completion of work. All plants, trees, palms, and sod are to be irrigated as follows; 7 times per week for Weeks 1 & 2; 4 times per week for Weeks 3 & 4, and 3 times per week for Weeks 5 & 6. From Week 7 and later, the irrigation can be set per local ordinances and law, and is to follow appropriate maintenance schedule. The Owner/Builder is responsible for percolation of soil, site drainage, and soil conditions. Recommended maintenance of plants and sod shall commence from the date of completion to the end of the warranty period and shall be paid by the Owner/ Builder. Maintenance Schedule is available on our website @ www.sunnygrove.com
 WARRANTY EXCLUSIONS: Sunnygrove does not warranty Sylvester Palms, Medjool Palms or Canary Palms, which are prone to Texas Phoenix Palm Decline (TPPD) edis.ifas.ufl.edu/pp163. This warranty does not apply to annuals, including Lantana and Pentas; relocated plant material; Italian Cypress and Florida Red Cedar trees, Ground Orchids, Heliconia, and to material that has died or declined due to circumstances beyond Sunnygrove's control, or for plant material eaten by Wildlife, including but not limited to acts of God, poor site/soil conditions, or actions by others. PAYMENT SCHEDULE: Net 30 Days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. Sunnygrove is authorized to do the work as specified.

 Date Sunny Grove Signature Owner/Builder Signature

The property owner is responsible for locating sewer/septic and other privately owned underground utilities on the property if applicable.



C&C TREE SERVICE FENCE BUILDERS

Juan Cornejo : 863.207.6129

Isaac Cornejo : 863.557.8948

Office : 863.838.1837

P.O Box 306 Highland City, Fl 33846

c.c.llc@outlook.com

www.cctreeandfence.com

ACCEPTANCE OF PROPOSAL

ATTENTION: Shelby Hughes, P.E.

Kimley-Horn | 100 Second Avenue South, Suite 105N, St. Petersburg, FL. 33701

WORK TO BE PERFORMED BY: C&C TREE SERVICE FENCE BUILDERS, LLC.

JOB LOCATION: EAGLE RIDGE WWTF - FENCING AND INSTALLATION

PHONE NUMBER: Direct: 727 498 2585 | Mobile: 772 360 5688 | Main: 727 547 3999

JOB DESCRIPTION:

C&C TREE SERVICE FENCE BUILDERS, LLC.:

PLEASE SEE ATTACHED BID FORM

I. FENCE AND INSTALLATION

- 1. MOBILIZATION \$9,960.00**
- 2. 6 FT CHAINLINK FENCE (MATERIAL AND INSTALLATION) 540 LF \$15,120.00**
- 3. 9 FT SIMULATED STONE FENCE (INSTALLATION) 1,120 LF \$25,760.00 (IF C&C IS RESPONSIBLE FOR MATERIAL OFFLOADING FOR SIMULATED STONE FENCE A \$1,000.00 EXTRA FEE WILL BE ADDED TO FINAL PAYMENT.)**
- 4. 9 FT BY 12 FT WIDE ACCESS GATE SUPPORT FRAME AND INSTALLATION (SIMULATED STONE GATE MATERIAL TO BE PROVIDED BY OWNER) 2 \$2,048.00**
- 5. EXISTING FENCE REMOVAL 1,660 LF \$19,920.00**

II. OPTIONAL IMPROVEMENTS

5. AUTOMATIC 9 FT BY 12 FT WIDE ACCESS GATE WITH REMOTE OPENER AND KEYPAD (MATERIAL AND INSTALLATION) 2 (C&C DOES NOT DO ANY ELECTRICAL WORK) (C&C CAN INSTALL THE GATES ONLY NO ELECTRICAL WORK/ ELECTRICAL WORK WILL HAVE TO BE HIRED BY KIMLEY-HORN SEPARATE) PLEASE LET US KNOW IF YOU WOULD LIKE A PRICE ON GATE INSTALLATION ONLY AS THIS IS NOT INCLUDED IN BID.

TOTAL BID \$72,808.00

NOTE.- IF C&C IS RESPONSIBLE FOR MATERIAL OFFLOADING FOR SIMULATED STONE FENCE A \$1,000.00 EXTRA FEE WILL BE ADDED TO FINAL PAYMENT.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted.

With payments to be made as follows:

Deposit required for project in the amount of **\$36,404.00**

and final payment required upon completion of job in the amount of **\$36,404.00**

****PLEASE NOTE: PROPERTY OWNER HAS STATED THEY WILL PROVIDE THEIR OWN MATERIAL. C&C TREE SERVICE FENCE BUILDERS LLC IS NOT RESPONSIBLE FOR ANY MISSED MATERIAL OR INACCURATE INFORMATION PROVIDED. PRICE IS SUBJECT TO CHANGE IF THE TERMS ARE ALTERED AT TIME OF JOB COMPLETION.****

PLEASE NOTE THE PRICE ABOVE IS BASED ON MEASUREMENTS AND INFORMATION PROVIDED BY PROPERTY OWNER AND IS SUBJECT TO CHANGE IF MEASUREMENTS OR DETAILS IS INACCURATE AT TIME OF JOB COMPLETION. IN ORDER TO AVOID THIS C&C TREE SERVICE FENCE BUILDERS LLC WILL SEND ESTIMATOR TO CONFIRM ALL MEASUREMENTS AND DETAILS

*****SCOPE OF WORK WAS NOT FULLY PROVIDED TO C&C THEREFORE ABOVE PRICES ARE SUBJECT TO CHANGE IF SCOPE OF WORK IT'S DIFFERENT THAN QUOTE*****

The above prices, specifications and conditions are satisfactory and are hereby accepted. Customer has authorized C&C Tree Service Fence Builders, LLC to do the above work as specified.

Respectfully submitted per: EMMY HAPPACHER 11/05/2019

TERMS AND CONDITIONS OF CUSTOMER AGREEMENT

Agreement becomes binding upon signature of property owner, and authorizes C&C Tree Service Fence Builders, LLC to commence work as per Customer Agreement. Signature shall be by customer signing either the Paper Customer Agreement Form or Online electronic signature via email transaction.

Customer:

- Agrees that if any changes or alterations are made and not specified on this contract/proposal price will be subject to change.
- Rescheduling of Jobs must be done within 48 hours notice or will be penalized with a \$50.00 fee.
- Client, or someone representing client must be present at job site when work is being completed.
- Any cancellation request must be made prior to material purchase. Once material has been ordered, customer will be responsible for any cost that arises from direct cost such as, special material, permits, and 10% of labor from the contract price may apply.

C&C Tree Service Fence Builders, LLC:

Please understand that any representation by C&C Tree Service Fence Builders, LLC. regarding a start job date. is for the customer's convenience and is an approximation only. The service date may subject to change on a daily bases due to circumstances out of our control, such as weather, permits, easement agreements, progress on prior scheduled jobs, etc.

Fence Agreement:

- In order to place the fence exactly where the customer desires it is imperative that the customer provides C&C Tree Service Fence Builders, LLC. with a land survey and exposed property pins. Therefore, if any of the above conditions are not met, we are not responsible for its location and the customer understands we will not be responsible for any claims arising from its location.

- The customer understands that sometime the proposed fence line may be subject to change. Sometimes underground obstructions such as cable lines, sprinkler lines, utility lines, and roots may alter it's final location. In the event should this situation occur, the customer will be consulted first, but the proposed fence line and the anticipated result is ultimately subject to change.
- Customer agrees to present a fence line that is free and clear of obstructions. Additionally, the customer understands that in order for the installation crew to install the fence correctly it will require a two foot clearance on each side of the proposed fence line. Obstructions, such as trees, bushes, debris, etc. may result in a clearing cost.
- C&C Tree Service Fence Builders, LLC. offers a one year craftsmanship warranty.
- Material warranties are as specified by the manufacture of such material.
- Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract

Tree Agreement:

The authorizing party warrants that all trees listed are located on the Customer's property, and, if not, that the authorizing party has received full permission from the owner to allow C&C TREE SERVICE FENCE BUILDERS, LLC. to perform the specified work stated in the Agreement. Should any tree be mistakenly identified as to ownership, the Customer agrees to indemnify C&C TREE SERVICE FENCE BUILDERS, LLC for any damages or costs incurred from the result thereof. Damage:

- C&C Tree Service Fence Builders, LLC. asks that our client makes us aware of the location of any septic tank, underground irrigation, gas ,water lines or anything that can be damaged that they are aware of
- Please understand that our trucks are heavy and we cannot guarantee that ruts wont be made.

Stump Removal:

- Grinding and shavings from stump removal are not hauled away unless specified in this proposal. Surface and surface roots beyond the stump are not removed unless specified in this proposal.

Insurance by Service Provider:

C&C TREE SERVICE FENCE BUILDERS, LLC, is insured for liability resulting from injury to person(s) or property. Certificates of coverage are available upon request.

Payment:

Unless otherwise stated in the Agreement, the Customer agrees to pay the amount owed in full upon completion of work, where a receipt will be submitted to the customer for the amount paid, via mail or e-mail if requested. A Credit/Debit card payment convenience fee of a 3% will be assessed to the total transaction amount. The convenience fee is not a C&C Tree Service Fence Builders, LLC fee, and therefore cannot be refunded. Checks should be made payable to C&C TREE SERVICE FENCE BUILDERS, LLC.

Failure to remit full payment upon completion of project will result in a \$100.00 dollars late fee. A finance charge of 2% per month will be assessed if payment is received after 30 days from date work is completed. There will be an additional \$45.00 fee charged for all checks returned for non-sufficient funds. The customer agrees to pay all collections costs, including, without limitation, any legal fees and expenses incurred in connection with the collection of a past due account. In the event of any nonpayment by the customer hereunder, C&C TREE SERVICE FENCE BUILDERS, LLC. may suspend further performance immediately under this Agreement.

Note — This proposal may be withdrawn by us if not accepted within 30 days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

Signature: _____

Date: _____

**Bid Form
Eagle Ridge WWTF
Fencing and Installation**

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
I. FENCE AND INSTALLATION					
1	Mobilization	1	LS	\$6.00	\$9,960.00
2	6 FT Chainlink Fence (Material and Installation)	540	LF	\$28.00	\$15,120.00
3	9 FT Simulated Stone Fence (Installation)	1,120	LF	\$23.00	\$25,760.00
4	9 FT by 12 FT Wide Access Gate Support Frame and Installation (Simulated Stone Gate Material to be provided by Owner)	2	EA	\$1,024.00.00	\$2,048.00
5	Existing Fence Removal	1,660	LF	\$12.00	\$19,920.00
TOTAL BID					\$72,808.00
II. OPTIONAL IMPROVEMENTS					
5	Automatic 9 FT by 12 FT Wide Access Gate with Remote Opener and Keypad (Material and Installation)	2	EA	C&C DOES NOT PERFORM ANY ELECTRICAL WORK	C&C CAN INSTALL THE GATES ONLY WITHOUT ELECTRICAL WORK
TOTAL BID WITH OPTIONAL IMPROVEMENTS					<i>PRICE NOT INCLUDED ADVISE</i>

IF C&C IS RESPONSIBLE FOR MATERIAL OFFLOADING FOR SIMULATED STONE FENCE A \$1,000.00 EXTRA FEE WILL BE ADDED TO FINAL PAYMENT

SECTION 00520

AGREEMENT FORM (LUMP SUM)

PART 1 GENERAL

1.01 **THIS AGREEMENT**, made this 23rd day of January 2020, by and between Utilities Inc. of Florida, hereinafter called the Owner, and Sunny Grove Landscaping Inc., whose principal and local address is PO Box 347 Estero, FL 33929, hereinafter called the Contractor.

1.02 **The Owner and Contractor Agree as follows**

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, ~~the Bids, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual;~~ the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the proposed landscaping and irrigation improvements for the Eagle Ridge WWTF.

C. Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 180 calendar days. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER 750.00 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (1/4) of the rate set forth above.

E. Contract Price

Lump Sum Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order, the Total Contract Price of One Hundred Thousand and Eight Hundred and Forty-Eight Dollars and Thirty Cents (\$100,848.30). Payments will be made to the Contractor based on the Lump Sum Bid amount, the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein, and subject to completion of the work, in accordance with the Contract Documents.

F. Payments

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

G. Retainage

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

H. Engineer

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

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

CONTRACTOR:
Sunny Grove Landscaping, Inc.

Name of Firm

By (Signature)

(SEAL)

Printed Name and Title

ATTEST:

By (Signature)

Printed Name and Title

OWNER:

Utilities Inc. of Florida

Name of Owner

Patrick C. Flynn
By (Signature)

(SEAL)

Patrick C. Flynn, Vice President

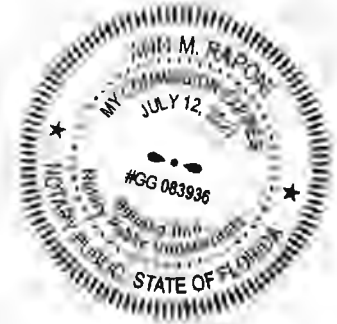
Printed Name and Title

ATTEST:

Michael Wilson
By (Signature)

Michael Wilson, Regional Manager

Printed Name and Title



END OF SECTION



11360 Metro Pkwy
Ft Myers, FL 33966
Phone: 239-768-3667
Fax: 239-768-3740

275 Airport Rd N
Naples, FL 34104
Phone: 239-643-3667
Fax: 239-643-4467

www.ActionDoor.com
800-375-3667

Customer Proposal

Proposal Date

01/09/20

Customer:

WASTE WATER TREATMENT PLAN
KIMLEY-HORN ENGINEERING CONSULTANTS
14688 AERIES WAY DRIVE
FORT MYERS FL 33912
SARAH ECKER

Reference: # 111666

WASTE WATER TREATMENT PLAN
KIMLEY-HORN ENGINEERING CONSULT
14688 AERIES WAY DR
FORT MYERS FL 33912

Sales Consultant: Tyler Gulde Tyler.Gulde@ActionDoor.com 239-220-8426

MATERIAL LISTING

- 1 CSL24U SLIDE OP W/PHOTO CELL-COMMERCIAL GRADE SLIDE GATE OPERATOR
- 1 SURGE PROTECT DITEK DTK-120HW-PROTECTIVE DEVICE FOR ELECTRICAL SURGES
- 1 GROUND ROD AND CLAMP
- 6 TRA892LT TRANSMITTER - HANDHELD REMOTE WITH OPEN/CLOSE FUNCTIONALITY
- 1 KEYLESS ACP00748 LINEAR KEYLESS - ACCESS CONTROL KEYPAD
- 1 PEDESTAL GOOSENECK 42" 11GA
- 3 LOOP INSTALL, NEW - AUTOMATIC, HANDS-FREE VEHICLE EXIT LOOPS
- 3 LOOPDETECTORCSL/CSW24
- 1 RECEIVER EVAC 24V

Required to allow access to
emergency vehicles.

Subtotal:	\$	6350.00
Tax:	\$.00
Total:	\$	6350.00

INCLUDES: INSTALLATION, SALES TAX, AND ONE YEAR GUARANTEE ON PARTS & LABOR.

PRICE DOES NOT INCLUDE ELECTRICAL TO MOTORS OR WIRING TO CONTROL STATIONS.

ANY SPECIAL WORK REQUIRED DUE TO HIDDEN CONDITIONS OR CHANGES TO JOB SCOPE
AND/OR CONDITIONS NOT COVERED BY THIS PROPOSAL MAY REQUIRE A CHANGE ORDER

*** PRICES VALID FOR 30 DAYS FROM DATE OF QUOTE ***

*** 50% DEPOSIT REQUIRED TO ORDER ***

Thank you for your business!

Behind our work is more than just our great name –there’s me, Jose Comellas. If at any time you feel you did not receive a fair value call me at 1-800-375-3667

A FINANCE CHARGE OF 1 ½% will be added if not paid within 30 days (ANNUAL PERCENTAGE RATE OF 18%) A reasonable collection fee of \$15.00 plus all collection costs and attorney fees will be paid if suit is brought or not. A SERVICE CHARGE OF \$3.00 will be added to all accounts less than \$200.00 if not paid within 30 days. A FINANCE CHARGE OF 1 ½% will be added to accounts \$200.00 or more if not paid within 30 days (ANNUAL PERCENTAGE RATE OF 18%). A reasonable collection fee of \$15.00 plus all court costs and reasonable attorney fees will be paid by creditor.

THE TERMS AND CONDITIONS PRINTED ON THE BACK HERE OF ARE HEREBY EXPRESSIVLY MADE A PART OF THIS CONTRACT.

ACCEPTED BY SELLER:

BY: Michael A. Wilson

(SIGNED)

Reg. Mgr.

(TITLE)

ACCEPTED BY BUYER:

BY: _____

(SIGNED)

(TITLE)

DATE ACCEPTED: 3/10/2020

(THIS IS DATE OF THIS CONTRACT)

(PRINT NAME)

(REV. 11/04)

Eagle Ridge WWTP Clearing and Grubbing				1		2		3	
				Davey 5515 Yawl St. Naples, FL 34109		Johnson's Tree Service Naples, Bonita Springs, Ft. Myers, and Estero		C&C Tree Service Fence Builders P.O. Box 306 Highland City, FL 33846	
ITEM	DESCRIPTION	EST. QTY.	U/M	BID PRICE PER UNIT	TOTAL BID PRICE	BID PRICE PER UNIT	TOTAL BID PRICE	BID PRICE PER UNIT	TOTAL BID PRICE
1	Mobilization	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Removal and Dispose of Exotic Vegetation	1	LS	\$ 189,000.00	\$ 189,000.00	\$ -	\$ -	\$ -	\$ -
3	Erosion and Sediment Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
		BID TOTAL (ITEMS 1-3)			\$ 194,000.00		NO BID		NO BID

SECTION 00520

AGREEMENT FORM (LUMP SUM)

PART 1 GENERAL

1.01 THIS AGREEMENT, made this 15th day of January 2020 by and between Utilities Inc. of Florida, hereinafter called the Owner, and The Davey Tree Company, whose principal and local address is 5515 Yahl St. Naples, FL 34109, hereinafter called the Contractor.

1.02 The Owner and Contractor Agree as follows:

A Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, ~~the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual;~~ the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the clearing, grubbing, and associated land work for the Eagle Ridge WWTF.

C. Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 120 calendar days. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$50.00 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (1/4) of the rate set forth above.

E. Contract Price

Lump Sum Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order, the Total Contract Price of One Hundred and Ninety-Four Thousand Dollars and Zero Cents (\$194,000.00). Payments will be made to the Contractor based on the Lump Sum Bid amount, the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein, and subject to completion of the work, in accordance with the Contract Documents.

F. Payments

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

G. Retainage

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

H. Engineer

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

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

CONTRACTOR:

The Davey Tree Company

Name of Firm

Rich Wiland

By (Signature)

(SEAL)

Rich Wiland/ District Manager

Printed Name and Title

ATTEST:

Alida Keen

By (Signature)

Alida Keen, Office Coordinator

Printed Name and Title

OWNER:

Utilities Inc. of Florida

Name of Owner

Patrick C. Flynn

By (Signature)

(SEAL)

Patrick C. Flynn, Vice President

Printed Name and Title

ATTEST:

Michael A. Wilson

By (Signature)

Michael Wilson, Regional Manager

Printed Name and Title

END OF SECTION



Invoice

Amount Due

\$100,750.00

Customer	Customer number	Invoice number	Invoice date	Payment due date
UTILITIES INC OF FLORIDA	5389991	914343581	February 24, 2020	March 25, 2020
Current services	Date of service	Cost of service	Sales tax (if applies)	Service total
UTILITIES INC				
14668 AERIES WAY DR, FORT MYERS, FL				
Tree Removal	02/17/2020	3,750.00		3,750.00
<i>(Contract #46032655)</i>				
CHANGE ORDER:				
Remove to near ground level:				
-13 SLASH PINE TREES and 1 OAK TREE located around the top portion of the berm surrounding the 2 water areas as directed.				
Palm Pruning - pruning of selective fronds including dead, declining and dangerous fronds, flowers and fruit to a maximum angle of 45 degrees to the following palms:				
-SABAL PALMS located around the top portion of the berm surrounding the 2 water areas as directed.				
-1 Dumpster for misc. debris found within the working area. (ie. plastic and metal culverts, large rocks etc.) as per Mike Wilson.				
- Removal/Disposal of all resulting debris.				
Tree Removal	02/20/2020	97,000.00		97,000.00
<i>(Contract #46032655)</i>				
- Remove and Dispose of Exotic Vegetation throughout the property as shown in site plan per signed agreement- Remove and dispose of perimeter fence- Erosion and sediment control by installing a silt fence				
Total amount due				100,750.00

1360 136031

Thank you for your business!

Rate your experience:
www.davey.com/feedback

Just Ask Us!

Have questions about our services?
Visit us online at www.davey.com
or call your local arborist
Todd Loukides at (239) 403-9665.

Your Local Office

5515 YAHL ST STE A
NAPLES, FL 34109
(239) 403-9665

Please detach and return the following remittance advice with your payment



The Davey Tree Expert Company
1500 N. Mantua St.
Kent, OH 44240

FORWARDING SERVICE REQUESTED

Ways to Pay

- 1) Pay online at www.davey.com
- 2) Mail in a check (please include remittance stub)

Please contact your local office regarding any service issues.

Amount Due: **\$100,750.00**

Due Date: **March 25, 2020**

Invoice Date: February 24, 2020

Invoice Number: 914343581

Customer Number: 5389991

Mail Payment To:

UTILITIES INC OF FLORIDA
ATTN: MICHAEL WILSON-REGIONAL MGR
200 WEATHERSFIELD AVE
ALTAMONTE SPG, FL 32714-4027

The Davey Tree Expert Company
P.O. Box 94532
Cleveland, OH 44101-4532

000538999100914343581702242020200001007500092

90161805YNNYNN



Invoice

Amount Due

\$100,750.00

Customer	Customer number	Invoice number	Invoice date	Payment due date
UTILITIES INC OF FLORIDA	5389991	914343580	February 24, 2020	March 25, 2020
Current services	Date of service	Cost of service	Sales tax (if applies)	Service total
UTILITIES INC				
14668 AERIES WAY DR, FORT MYERS, FL				
Tree Removal	02/17/2020	3,750.00		3,750.00
CHANGE ORDER: Remove to near ground level: -13 SLASH PINE TREES and 1 OAK TREE located around the top portion of the berm surrounding the 2 water areas as directed. Palm Pruning - pruning of selective fronds including dead, declining and dangerous fronds, flowers and fruit to a maximum angle of 45 degrees to the following palms: -SABAL PALMS located around the top portion of the berm surrounding the 2 water areas as directed. -1 Dumpster for misc. debris found within the working area. (ie. plastic and metal culverts, large rocks etc.) as per Mike Wilson. - Removal/Disposal of all resulting debris.				
Tree Removal	02/19/2020	97,000.00		97,000.00
- Remove and Dispose of Exotic Vegetation throughout the property as shown in site plan per signed agreement - Remove and dispose of perimeter fence - Erosion and sediment control by installing a silt fence				
Total amount due				100,750.00

***** 1360 136031

Thank you for your business!

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Derek Harris at (239) 403-9665.

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5515 YAHL ST STE A
NAPLES, FL 34109
(239) 403-9665

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1500 N. Mantua St.
Kent, OH 44240

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ALTAMONTE SPG, FL 32714-4027

The Davey Tree Expert Company
P.O. Box 94532
Cleveland, OH 44101-4532

000538999100914343580902242020200001007500092

90161804NYNYNN

Eagle Ridge WWTP Simulated Stone Fence				1	
				Vinyl Fence Wholesaler 2906 15th Ave. SW Rochester, MN 55902	
ITEM	DESCRIPTION	EST. QTY.	U/M	BID PRICE PER UNIT	TOTAL BID PRICE
1	Simulated Stone Privacy Fence-Proline-Commercial, Includes Pre-Built Sections (9FT x 6FT), Steel Beams, and Post Covers	196	LS	\$ 211,680.00	\$ 211,680.00
2	Additional Steel I Beams and Post Covers	10	LS	\$ 4,000.00	\$ 4,000.00
3	6 FT Wide Signal Gates with Hardware	4	LS	\$ 2,780.00	\$ 2,780.00
		BID TOTAL (Items 1-3) with Tax			\$ 233,752.00



www.vinylfenceanddeck.com

Michael Wilson

Utilities Inc of Florida

October 21, 2019

Thanks for allowing us to quote your fence project! Below is your quote per your request. If you need any changes to this quote, would like to price out a different fence style or anytime you have any questions, simply reply to this email or call anytime. My contact info is below.

Our Heavy Duty Simulated Stone Fence adds actual value to your property as it is backed by our industry leading 30 year Warranty. It will not rot, discolor, fade out, crack, peel chip, or flake. Simulated Stone is an amazing fence that looks like a true rock or masonry wall, and is extremely strong! Our Simulated Stone Fence is rated as sound wall and is graffiti resistant. Our fence panels look the same on both sides and will not lose its color over time.

This is very easy to install since we ship it out pre-built. You simply set the posts in the ground and attach our fence! We specialize in using this for commercial projects for DOT, Federal Highway programs, Corporate America from McDonalds to Harley Davidson, to residential projects throughout USA.

PLACE YOUR ORDER:

Upon review of your quote below, If it is all correct, and you decide you would like to move forward and order your fence, all you need to do is either print out the last page and fax back to 507-206-5153/ Or simply print out page 2 and 3, fill out, scan and email to VP@vinylfenceanddeck.com If you prefer you can reply to this email and state " I approve of this order" with your name and shipping to address and best contact number. We will email back your order confirmation and immediately release your order for production. We will call you once your order is confirmed for manufacturing and can take payment at that time. If you have any questions we are always available.

SHIPPING AND MANUFACTURING:

Manufacturing your fence order takes 6-8 weeks, plus 5-6 Shipping days from our factory in Utah to your project location in FL. Once your order ships, we send you tracking info, and freight carrier contact info so that you can track your shipment as it is in transit. Once it arrives in your city, our freight carrier will contact you to schedule your delivery appointment. All of our Simulated Stone fence is shipped pre-built. You will need to off load from delivery truck upon arrival. If you have any specific needs for off loading, please inform us prior to delivery so that we can notify freight terminal. We are here to help, and hope to have the privilege of working with you on your fence project!

Please call or email me direct anytime! Thanks!

Kelly Hansen

Vice President

Direct Line (507) 993-5675

www.vinylfenceanddeck.com

Office: (507) 206-4154 - Fax: (507) 206-4153

Email: vp@vinylfenceanddeck.com



QUOTE AND PROJECT INFORMATION



www.vinylfenceanddeck.com

BEIGE GRANITE SIMULATED STONE FENCE: [[Click Here to View Online](#)]

ORDER NUMBER: SIM-17220-19

QTY	DESCRIPTION	PRICE	
196	BEIGE GRANITE SIMULATED STONE PRIVACY FENCE-PROLINE-COMMERCIAL GRADE Pre-Built Sections (1176 Linear Feet) 9' TALL X 6' WIDE INCLUDES (196) 5" x 5" x 156" STEEL I BEAMS AND POST COVERS LISTED BELOW *All Fence Sections are designed to cut in length to any length needed	\$211680	
10	ADDITIONAL STEEL I BEAMS AND POST COVERS	\$4000	
4	6FT WIDE SINGLE GATES WITH HARDWARE	\$2780	
Based on your quote request and fence layout, your project requires a total of (206) posts:			
	Corner Posts	5" x 5" x 156" Posts	\$Included
	End Posts	5" x 5" x 156" Posts	\$Included
	Line Posts	5" x 5" x 156" Posts	\$Included
206	Matching Post Caps:		\$Included
	Sub Total		\$218460
	Sales Tax: 7%-		\$15292
	Shipping Ground 100% Insured LTL via ODP: View online at www.odfl.com All Shipped Pre-Built – Estimated Weight = 16000 lbs. From our Factory in Utah To your project location in FL Actual Cost = \$4976 Manufacture Direct Discount - We pay 100% - Your Cost		\$FREE
	Grand Total Delivered:		\$233752
	50% Due upon Order Placement		\$116876
	40% Due January 8th 2020		\$93501
	10% Balance Due upon delivery of your fence order		\$23375

VINYL FENCE WHOLESALER | FACTORY DIRECT TO YOU 24/7 | ONLINE LEADER SINCE 1995!

Main (507) 206-4154 • FAX (507) 206-4153 • Website www.vinylfenceanddeck.com

ORDER FORM AND PAYMENT INFORMATION



www.vinylfenceanddeck.com

ORDER NUMBER: SIM-17220-19

CONTACT / BILLING INFORMATION	
Name / Name On Card	
Card Type	
Card Number	
Expiration Date	
3 Digit Security Code (On Back Of Card)	Debit Card: <input type="checkbox"/> Yes <input type="checkbox"/> No
BILLING ADDRESS / CONTACT	
Street Address	500 W. Monroe St. - Suite 3600
City	Chicago
State / Zip Code	IL 60661-3779
Billing Phone Number	847-897-6467
SHIPPING ADDRESS / CONTACT (If Different From Billing Address Above)	
Street Address	14668 Aeries Way Dr.
City	Ft. Myers
State / Zip Code	FL 33912
Contact Phone Number	407-468-3268

PLEASE CHECK BOXES BELOW, SIGN AND FAX TO (507) 206-4153

Or email to: VP@vinylfenceanddeck.com

To Pay By Check or Direct Wire Contact Kelly Hansen Direct at (507) 993-5675 or email VP@vinylfenceanddeck.com

I have read and checked my order (Above)

I have read and understand the Receiving Instructions

[[Click Here](#)]

I have read and understand the Purchase Agreement

[[Click Here](#)]

Agreed to by: Michael A. Wilson

Date: 12/11/2019

ORDER FORM AND PAYMENT INFORMATION



www.vinylfenceanddeck.com

ORDER NUMBER: SIM-17220-19

Utilities Inc of Florida

Wire Payment Instructions

(Please print out this page and take to your bank for wire payment)

Please Send Direct Wire To:

Receiver Financial Institution

Washington Federal

Tele 541.882.3281

Address: 5215 South Sixth Street

Klamath Falls OR 97603

Routing # 325070980

Beneficiary:

A Vinyl Fence & Deck Wholesaler

Account # 2921006090

Please call or email me direct if your bank has any questions when you are sending wire.

Thanks!

Kelly Hansen

Vice President

Direct Line (507) 993-5675 www.vinylfenceanddeck.com

Office: (507) 206-4154 - Fax: (507) 206-4153

Email: vp@vinylfenceanddeck.com

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ORDER FORM AND PAYMENT INFORMATION



www.vinylfenceanddeck.com

Check Payment Instructions

Make Check Payable To:
A VINYL FENCE WHOLESALER

Mail To:
Washington Federal
2491 Dahlia St
Klamath Falls, OR 97601

Phone: 541-273-2146

Please call or email if your bank has any questions when you are sending check.

Thanks!

Kelly Hansen
Vice President
Direct Line (507) 993-5675 www.vinylfenceanddeck.com
Office: (507) 206-4154 - Fax: (507) 206-4153
Email: vp@vinylfenceanddeck.com

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