

AGREEMENT FORM

PART 1 GENERAL

1.01 THIS AGREEMENT, made this 24th day of July, 2020, by and between Utilities Inc. of Florida, hereinafter called the Owner, and Central Florida Liftstations, Inc., doing business as a Corporation and hereinafter called the Contractor.

1.02 The Owner and Contractor agree as follows:

A. Contract Documents

The Contract Documents include the Agreement, Contractor's Bid, Notice to Proceed, any technical specifications, Change Orders, Work Change Directives and Field Orders 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 construction of the Sanlando Lift Station Mechanical Rehabilitation

C. Contract Time

The Contractor shall begin work within 10 days after the issuance of a written Notice to Proceed and shall substantially complete the work within 174 calendar days from the date of the Notice to Proceed. The work shall be finally complete, ready for Final Payment within 30 calendar days from the actual date of substantial completion.

NAME OF PROJECT: Sanlando Lift Station Mechanical Rehabilitation

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$500.00 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth ($\frac{1}{4}$) of the rate set forth above.

E. Contract Price

Unit Price Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to actual constructed quantities; the Total Contract Price of Four hundred sixty-five thousand nine hundred fifty dollars and zero cents (\$465,950.00). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

F. Payments

The Owner will make payments subject to actual constructed quantities.

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. 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.

NAME OF PROJECT: Sanlando Lift Station Mechanical Rehabilitation

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

CONTRACTOR:

Central Florida Liftstations

Name of Firm

Scott Gingrich

By (Signature)

Scott Gingrich President

Printed Name and Title

(SEAL)

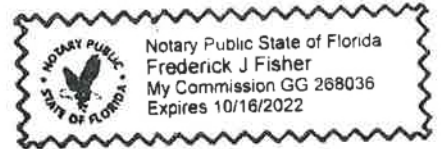
ATTEST:

[Signature]

By (Signature)

Frederick Fisher Project Manager

Printed Name and Title



OWNER:

Utilities Inc. of Florida

Name of Owner's Representative

Bryan K. Gongre

By (Signature)

Bryan K. Gongre Regional Mgr.

Printed Name and Title

(SEAL)

ATTEST:

[Signature]

By (Signature)

Jacqueline Sillitoe Admin

Printed Name and Title

END OF SECTION

NAME OF PROJECT: Sanlando Lift Station Mechanical Rehabilitation

NOTICE TO PROCEED FORM

TO: Central Florida Liftstations, Inc.
P.O. Box 740179
Orange City, FL 32774

DATE: July 24, 2020

PROJECT: Sanlando Lift Station Mechanical Rehabilitation

You are hereby notified to commence WORK in accordance with the Agreement dated 7/24/2020. This Notice authorizes the CONTRACTOR to commence construction, and, in accordance with the Agreement, all work shall be substantially complete within 174 calendar days of the date of this Notice to Proceed. Therefore, the date of substantial completion is January 31, 2021. The date of Final completion is March 2, 2021

ISSUED BY: Utilities Inc. of Florida
(Name of OWNER)

Bryan K. Gongre
By (Signature)

Bryan K. Gongre, Regional Manager
(Printed Name and Title)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE TO PROCEED is hereby acknowledged by Scott Gingerich this 27 day of July, 2020

Scott Gingerich
By

Scott Gingerich President
Printed Name and Title

END OF SECTION



CUC1225283
P.O. Box 740179
Orange City, FL 32774-0179
Phone: 407-575-0893
Fax: 386-774-0010

June 10th, 2020

Bryan Gongre
Utilities Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

Re: Lift Station Repairs, Utilities Inc.

Dear Bryan Gongre,

We are pleased to provide this PROPOSAL for the Central Florida Liftstations, Inc. SCOPE OF WORK, for the project stated above. We propose to furnish and install all necessary materials, labor and equipment for the completion of the installation of lift station for this project. All labor and materials are guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted and completed in a substantial workman-like manner. Proposal is based on providing merit shop craftsmen working a 40-hour work week, Monday through Friday between the hours of 8:00 AM to 4:00 PM.

SCOPE OF WORK

Central Florida Liftstations, Inc. proposes to complete the following scope of work:

-Job bid per plans and specifications provided to us by your office and as they pertain to this scope of work.

- In the event of a conflict or ambiguity between the plans, specifications or other documents relating to Central Florida Liftstations' obligations under this proposal, this proposal shall take precedence and be controlling, as follows:

- Corrective action items 1 and 2 on 22 lift stations per email correspondences dated 5/19 and 6/2 along with the excel spreadsheet provided by Utilities Inc.

PRICE FOR THIS WORK PER SPECIFICATIONS\$ 432,850.00

Adder for new electrical rack: \$ 2,640.00/each plus bypassing if necessary \$ 3,200.00/each

Adder for 4" line stop: \$ 3,470.00/each

(2) → Adder for 6" line stop: \$ 4,025.00/each

→ \$440,900.00

Adder for replacing 6" piping out back of valve box at L-6 and H-04: \$ 11,260.00/each

Any changes may affect pricing.
Additional work will be billed separately.
Full payment will be due upon completion.

CLARIFICATIONS & EXCLUSIONS

- L-06 would need line stop if choosing to replace piping out back of valve box.
- New rack in most situations would need to go in same exact space as current rack due to site restraints. Bypassing would be required to take down existing rack and install new rack.
- All existing gear is to remain. When mounting the new panel, if the existing strut or posts fail due to deteriorating condition, Utilities Inc. will be responsible for any additional labor and materials charges to make the electrical safe for use.

Items Excluded from This Proposal

1. Water, Water Meters, Water Fees, water service and connection to force main.
2. Pumps, panel, RTU, rock, fence & driveway.
3. Payment Bond & Material and Labor Performance Bond are not included.
4. No well pointing, sheet piling, dig boxes or dewatering.

We trust that you will find this proposal to be both attractive and responsive to your needs. If you should have any questions or comments please contact myself at (407) 575-0893 or email me at Scott@CFLiftstations.com.

Respectfully yours,

Scott Gingerich
Central Florida Liftstations, Inc.

ACCEPTANCE

This Proposal is in effect for 90 days from the date noted above. We reserve the right to resubmit, amend and or withdraw this proposal based upon our review of the final working construction drawings.

To authorize the work, please sign below and return the signed copy to us. When authorized, we will begin work as soon as weather and previous commitments permit, and/or when a mutually acceptable time is established.

Acceptance of this proposal indicates the costs stated in this proposal, specifications, and conditions are satisfactory and are hereby accepted. Payment will be per terms listed above.

Authorized Signature: Bryant D.

Date: 7/24/20



CUC1225283
P.O. Box 740179
Orange City, FL 32774-0179
Phone: 407-575-0893
Fax: 386-774-0010

June 26th, 2020

Bryan Gongre
Utilities Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

Re: Lift Station N-01 (241 Shadowbay Blvd), Utilities Inc.

Dear Bryan Gongre,

We are pleased to provide this PROPOSAL for the Central Florida Liftstations, Inc. SCOPE OF WORK, for the project stated above. We propose to furnish and install all necessary materials, labor and equipment for the completion of the installation of lift station for this project. All labor and materials are guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted and completed in a substantial workman-like manner. Proposal is based on providing merit shop craftsmen working a 40-hour work week, Monday through Friday between the hours of 8:00 AM to 4:00 PM.

SCOPE OF WORK

Central Florida Liftstations, Inc. proposes to complete the following scope of work:

-Job bid per plans and specifications provided to us by your office and as they pertain to this scope of work.

- In the event of a conflict or ambiguity between the plans, specifications or other documents relating to Central Florida Liftstations' obligations under this proposal, this proposal shall take precedence and be controlling, as follows:

- Furnish and install new control panel.
- Raise new panel 1' above current height.
- Add 3 new 2" conduits and seal-offs.

PRICE FOR THIS WORK PER SPECIFICATIONS\$ 25,050.00

Any changes may affect pricing.
Additional work will be billed separately.
Full payment will be due upon completion.

CLARIFICATIONS & EXCLUSIONS

- Existing rack posts will have 2' galv. nipple added with new strut to achieve new height of panel.

Items Excluded from This Proposal

1. Water, Water Meters, Water Fees, water service and connection to force main.
 2. Pumps, panel, RTU, rock, fence & driveway.
 3. Payment Bond & Material and Labor Performance Bond are not included.
 4. No well pointing, sheet piling, dig boxes or dewatering.
-

We trust that you will find this proposal to be both attractive and responsive to your needs. If you should have any questions or comments please contact myself at (407) 575-0893 or email me at Scott@CFLiftstations.com.

Respectfully yours,

Scott Gingerich
Central Florida Liftstations, Inc.

ACCEPTANCE

This Proposal is in effect for 90 days from the date noted above. We reserve the right to resubmit, amend and or withdraw this proposal based upon our review of the final working construction drawings.

To authorize the work, please sign below and return the signed copy to us. When authorized, we will begin work as soon as weather and previous commitments permit, and/or when a mutually acceptable time is established.

Acceptance of this proposal indicates the costs stated in this proposal, specifications, and conditions are satisfactory and are hereby accepted. Payment will be per terms listed above.

Authorized Signature: Bayan H. Dg

Date: 7/24/20



CUC1225283
P.O. Box 740179
Orange City, FL 32774-0179
Phone: 407-575-0893
Fax: 386-774-0010

August 19th, 2020

Bryan Gongre
Utilities Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

Re: Lift Station H-05 (End of Sweetwater Cove Blvd.), Utilities Inc.

Dear Bryan Gongre,

We are pleased to provide this PROPOSAL for the Central Florida Liftstations, Inc. SCOPE OF WORK, for the project stated above. We propose to furnish and install all necessary materials, labor and equipment for the completion of the installation of lift station for this project. All labor and materials are guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted and completed in a substantial workman-like manner. Proposal is based on providing merit shop craftsmen working a 40-hour work week, Monday through Friday between the hours of 8:00 AM to 4:00 PM.

SCOPE OF WORK

Central Florida Liftstations, Inc. proposes to complete the following scope of work:

-Job bid per plans and specifications provided to us by your office and as they pertain to this scope of work.

- In the event of a conflict or ambiguity between the plans, specifications or other documents relating to Central Florida Liftstations' obligations under this proposal, this proposal shall take precedence and be controlling, as follows:

- Furnish and install new control panel with VFD's.
- Add 3 new 2" conduits and seal-offs.

PRICE FOR THIS WORK PER SPECIFICATIONS\$ 25,925.00

Any changes may affect pricing.
Additional work will be billed separately.
Full payment will be due upon completion.

CLARIFICATIONS & EXCLUSIONS



CUC1225283
P.O. Box 740179
Orange City, FL 32774-0179
Phone: 407-575-0893
Fax: 386-774-0010

October 5th, 2020

Bryan Gongre
Utilities Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

Re: Lift Station C-02, Utilities Inc.

Dear Bryan Gongre,

We are pleased to provide this PROPOSAL for the Central Florida Liftstations, Inc. SCOPE OF WORK, for the project stated above. We propose to furnish and install all necessary materials, labor and equipment for the completion of the installation of lift station for this project. All labor and materials are guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted and completed in a substantial workman-like manner. Proposal is based on providing merit shop craftsmen working a 40-hour work week, Monday through Friday between the hours of 8:00 AM to 4:00 PM.

SCOPE OF WORK

Central Florida Liftstations, Inc. proposes to complete the following scope of work:

-Job bid per plans and specifications provided to us by your office and as they pertain to this scope of work.

- In the event of a conflict or ambiguity between the plans, specifications or other documents relating to Central Florida Liftstations' obligations under this proposal, this proposal shall take precedence and be controlling, as follows:

- Demo existing piping from check valve to plug valve.
- Furnish and install:
 - DR-11 DIPS HDPE out pipes from existing check valve to plug valve.

PRICE FOR THIS WORK PER SPECIFICATIONS

1 pipe: \$ 1,890.00
2 pipes: \$ 3,290.00

Any changes may affect pricing.

Additional work will be billed separately.
Full payment will be due upon completion.

CLARIFICATIONS & EXCLUSIONS

Items Excluded from This Proposal

1. Water, Water Meters, Water Fees, water service and connection to force main.
2. Pumps, panel, RTU, rock, fence & driveway.
3. Payment Bond & Material and Labor Performance Bond are not included.
4. No well pointing, sheet piling, dig boxes or dewatering.

We trust that you will find this proposal to be both attractive and responsive to your needs. If you should have any questions or comments please contact myself at (407) 575-0893 or email me at Scott@CFLiftstations.com.

Respectfully yours,


Scott Gingerich
Central Florida Liftstations, Inc.

ACCEPTANCE

This Proposal is in effect for 90 days from the date noted above. We reserve the right to resubmit, amend and or withdraw this proposal based upon our review of the final working construction drawings.

To authorize the work, please sign below and return the signed copy to us. When authorized, we will begin work as soon as weather and previous commitments permit, and/or when a mutually acceptable time is established.

Acceptance of this proposal indicates the costs stated in this proposal, specifications, and conditions are satisfactory and are hereby accepted. Payment will be per terms listed above.

Authorized Signature: 

Date: 10/5/2020

Danus Utilities Bid Tabulation

Sanlando Lift Station Mechanical Rehabilitations

Lift Station	Address	Corrective Action Item #1	Item #1 Amount	Corrective Action Item #2	Item #2 Amount
A-06	136 LEA AVE NEAR 123 TARRYTOWN	Replace the base plates, pump chairs and risers to the valve vault	\$12,000.00	Replace valve vault lid	\$1,000.00
A-08	1580 GRACE LAKE CIRCLE-N COVE	Replace control panel	\$23,320.00		
A-09	1352 N MARCY DR-BAY LAGOON	Replace control panel (This station already has (3) 2" conduits to the WW	\$18,820.00		
A-10	10 GRAND OAK CT-NORTHRIDGE	Replace control panel (This station already has (3) 2" conduits to the WW	\$18,820.00		
A-11	1902 BOOTH CIRCLE-CMIBRG SQRE	Replace control panel	\$23,320.00	Replace rack, disconnect, meter can, conduits, seal offs, wiring	\$17,540.00
C-02	98 FAIRWAY DRIVE	Replace the base plates, pump chairs and risers to the valve vault	\$12,300.00	Replace wet well lid	\$1,000.00
C-06	201 RIVERBEND COURT	Reset top section of valve vault and level	\$6,320.00	Replace wet well lid	\$1,000.00
C-08	112 WEKIVA SPRINGS LANE @ SR 434	Replace the base plates, pump chairs and risers to the valve vault	\$14,800.00	Replace check valves, plug valves and piping in valve vault	\$8,000.00
C-09	196 MARKHAM WOODS RD-RIVERSIDE	Replace control panel	\$23,320.00		
C-11	310 SPRINGRUN CIRCLE	Replace control panel	\$23,320.00		
C-12	2191 SPRINGS LANDING BLVD	Replace control panel	\$23,320.00		
C-14	110 FOREST POINT LN	Replace control panel	\$23,320.00		
C-15	653 RIVERPARK CIRCLE	Replace control panel	\$23,320.00		
L-04	115 CUMBERLAND CIRCLE EAST	Replace the base plates, pump chairs and risers to the valve vault	\$12,000.00		
L-06	W WEKIVA TRL BEHIND 101 STAG RIDGE CT/HUNTERS POINT	Replace the base plates, pump chairs and risers to the valve vault	\$24,500.00	Remove triplex riser	\$1,000.00
M-09	1201 W. SR 436 @ WALGREENS	Replace riser pipes from pump chair to valve vault	\$7,500.00		
H-04	717 RIVERBEND BLVD	Replace the base plates, pump chairs and risers to the valve vault	\$18,300.00	Replace plug valves in valve vault	\$7,000.00
H-06	992 STONE CREEK	Replace the base plates, pump chairs and risers to the valve vault	\$12,000.00		
LW-03	905 RANGELINE RD-TIBERON	Remove wet well check valves and install new check valves in new valve	\$36,500.00		
LW-07	151 SANDALWOOD WAY	Install new valve vault for existing check and plug valves	\$7,800.00	Replace three (3) plug valves	\$5,500.00
LW-11	536 LONGWOOD HILLS RD-LONGWOOD HILLS	Replace control panel	\$23,320.00		
LW-13	1630 TORRINGTON CIR-DANBURY MILL	Replace control panel	\$23,320.00		

L-06	Additional work witnessed during site visit	Replace the plug & check valves in vault and DI pipe to the force main	\$16,500.00
H-04	Additional work witnessed during site visit	Replace the piping going out of the vault to the existing force main	\$4,300.00
ALT 1	Minor Modifications to rack for New Panel	If new panel is larger than original and the rack will need modified	\$6,400.00
ALT 2	SCADA Termination By Sanders	If as-builts are not legdibal or wiring is not identified Sanders will be need	\$1,250.00

Notes

- All the electrical work includes re-installation of the single pump generator connection
- All the electrical work includes by-pass during electrical outage for panel swap
- All the electrical work includes SCADA wire termination in the new control panel to terminal blocks (see above ALT 2)
- Some existing racks may need a rack modification if the new control panel is larger than the existing (see above ALT 1)
- All lift station work includes by-passing and vactor as required to complete the scope
- All new base elbows will be FLYGT Daul Rails

Danus Utilities Inc.
2320 Beardall Ave
Sanford FL 32771
Raymond Rogers
386-882-6200