

**SECTION 00520**

**AGREEMENT FORM (LUMP SUM)**

**PART 1 GENERAL**

**1.01 THIS AGREEMENT**, made this 24th day of May, 2019, by and between Utilities Inc. of Florida, hereinafter called the Owner, and McKenzie Contracting, LLC, whose principal and local address is 7712 E. Broadway Ave, Tampa, FL 33619, 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 construction of the Tierra Verde Sanitary Sewer Improvements- Project A and Project B (Project C to be completed by others).

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 60 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 \$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 (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 \$451,225.25 (Project A- \$285,336.65, Project B- \$165,888.60). 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 Associate, 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.

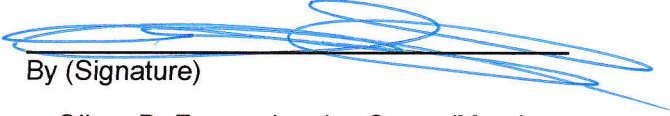


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

McKenzie Contracting, LLC

Name of Firm

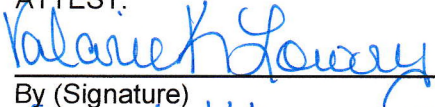
  
By (Signature)

(SEAL)

Oliver D. Fernandez Jr. -Owner/Member

Printed Name and Title

ATTEST:

  
By (Signature)

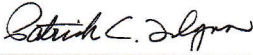
Valarie K Lowry Chief Business Officer

Printed Name and Title

OWNER:

Utilities Inc. of Florida

Name of Owner

  
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**

SECTION 00510

NOTICE OF AWARD FORM

To: McKenzie Contracting, LLC  
7712 E. Broadway Ave.  
Tampa, FL 33619

Project Name and Bid No.: Tierra Verde Sanitary Sewer Improvements-  
Project A and Project B (Project C to be completed by others)

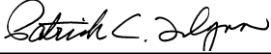
The OWNER has considered the BID submitted by you, dated 5/13/2019 for the above described WORK in response to the Invitation for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for BID items in the amount of \$ 451,225.25 (Project A- \$285,336.65, Project B- \$165,888.60).

You are required by the Instructions to Bidder to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds and insurance within fourteen (14) calendar days from receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 31st day of, May, 2019.

OWNER: Utilities Inc. of Florida  
(Name of OWNER)  
  
By (Signature)  
Patrick C. Flynn, Vice President  
(Printed Name and Title)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
McKenzie Contracting, LLC this 31st day of May, 2019.

By \_\_\_\_\_  
Oliver D. Fernandez Jr. – Owner/Member  
Printed Name and Title

END OF SECTION



# CHANGE ORDER

McKenzie Contracting LLC.  
 7712 E. BROADWAY AVE  
 Tampa, Fl. 33619  
 813-454-4429

August 19  
 #0-152-C

TO UTILITIES INC. OF FLORIDA  
 TIERRA VERDE SANITARY SEWER IMF  
 TIERRA VERDE FLORIDA

Resetting  
 Capping o  
 Main, del  
 added ite

ADDING 16 WORKING DAYS TO CONSTRUCTION SCHEDULE

| ITEM NUMBER | DESCRIPTION  | UNITS | QUANTITY | UNIT PRICE |
|-------------|--|-------|----------|------------|
|             | REDISIGN   |       |          |            |
| 1           | MOBILIZATION / DEMOBILIZATION OF (2 PIECES OF EQUIPMENT)   | EA    | 4        | \$600.00   |
|             | CREW LABOR   | LS    | 1        | \$2,200.00 |
|             | EQUIPMENT  | LS    | 1        | \$1,405.00 |
|             | TEMPORARY SLAB TOP COST AND DISPOSAL   | LS    | 1        | \$750.00   |
| 2           | CUT AND CAP EXISTING 10" FORCEMAIN IN PLACE  | EA    | 4        | \$1,750.00 |
| 3           | S/W CORNER OF PINELLAS BAYWAY AND MADONNA BLVD.<br>HAND DIGGING AROUND CONCRETE DUCT BANK AND POLE       | DAYS  | 3        | \$2,550.00 |
| 4           | WEST FROM LIFT STATION TO MADONNA CROSSINGS, HAND DIGGING<br>AROUND AND UNDER EXISTING CONDUITS NO SHOWN | DAYS  | 5        | \$2,550.00 |
| 5           | MADONNA BLVD. CROSSING, EXPOSE EXISTING CONCRETE SLAB,<br>BREAK OUT CONCRETE SLAB                        | DAYS  | 4        | \$2,550.00 |
| 6           | REMOVE EXISTING 10" FM FROM LS TO PINELLAS BAYWAY  | DAYS  | 2        | \$2,550.00 |
| 7           | ADDITIONAL 8" GRAVITY SEWER BETWEEN GHMH's 1 & 2   | LF    | 14       | \$175.00   |
|             |  |       |          |            |
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NET CHANGE