

SECTION 00520

AGREEMENT FORM

PART 1 GENERAL

1.01 **THIS AGREEMENT**, made this 20th day of February, 2017, by and between Utilities Inc. of Florida, hereinafter called the Owner, and Central Florida Tapping and Construction Services 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, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the General Conditions, the Supplementary Conditions, 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 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 Shadow Hills Longwood Interconnect

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 223 calendar days from the date of the Notice to Proceed. 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 ($\frac{1}{4}$) 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 the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of One million four hundred forty three thousand eleven dollars & 33/100's Dollars (\$1,443,011.33). 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 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.

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

CONTRACTOR:

Central Florida Tapping and Construction Services, Inc.

Name of Firm

Richard E Bullington

By (Signature)

(SEAL)

Richard Bullington, President

Printed Name and Title

ATTEST:

Sue A Lakosa

By (Signature)

Sue A Lakosa

Printed Name and Title

OWNER:

Utilities Inc. of Florida

Name of Owner

Bryan K. Gongre

By (Signature)

(SEAL)

Bryan K. Gongre, Regional Manager

Printed Name and Title

ATTEST:

Lisa August

By (Signature)

LISA AUGUST Admin ASST.

Printed Name and Title

END OF SECTION

SECTION 00530

NOTICE TO PROCEED FORM

TO: Central Florida Tapping & Construction Services, Inc.
PO Box 521279
Longwood FL 32752

DATE: February 20, 2017

PROJECT: Shadow Hills Longwood Interconnect

You are hereby notified to commence WORK in accordance with the Agreement dated February 20, 2017. This Notice authorizes the CONTRACTOR to commence construction, and, in accordance with the Agreement, all work shall be substantially complete within 223 calendar days of the date of this Notice to Proceed. Therefore, the date of substantial completion is October 1, 2017. The date of Final completion is October 31, 2017.

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 Central Florida Tapping and Construction Services, Inc. this 20th day of February, 2017.

Richard E Bullington
By

Richard Bullington, President
Printed Name and Title

END OF SECTION

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement between Owner and Contractor (the "Agreement") is effective [DATE of 2/17/2017],

BETWEEN: William H. Evans Contracting, Inc. license # CBC031963 (the "Contractor"), a company organized and existing under the laws of the State of Florida, with its head office located at:

10627 Lake Louisa Road
Clermont, FL. 34711

AND: Utilities Inc. of Florida a company organized and existing under the laws of the State of Florida, with its head office located at:

200 Weathersfield Avenue
Altamonte Springs, FL 32714

WHEREAS, Owner finds that the Contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owners business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. MATERIAL AND LABOR PROVIDED

The Contractor agrees to provide all of the material and labor required to perform the following work for:

To provide and build a 30' X 100' steel building on owner's property located at 125 Western Fork, Longwood, FL 32750. To provide the drawing(s) and specifications prepared by William H. Evans Contracting, Inc. at the direction of the Owner. The approved plans and specifications are identified by the signatures of the parties to this agreement and form a part of this agreement. This agreement also includes 3 sets and one single 8' X 12' chain link fence gates to close in front wall of the building.

The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality. The price below may change if owner changes the scope of work or permitting calls for something unknown at the time of the bid.

In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

2. PAYMENT

The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$106,659.00, in the following manner:

Deposit at time of contract signing	\$15,000.00
Slab for building complete	30,000.00
Building delivery	35,000.00
Electrical work complete	15,000.00
Gates installed and building complete Total	10,159.00
<u>Allowance</u> for all Seminole county permitting fees	<u>1,500.00</u>
Total	\$106,659.00

3. COMPLETION OF THE WORK (dates to be confirmed at signing of contract)

The Contractor agrees that the various portions of the above-described work shall be completed on or before the following dates: Weather Permitting

Site Work and Layout

Form up foundation and slab and obtain inspections.

Pour slab

Erect steel building

Electrical work

and the entire above-described work shall be completed no later than (COMPLETION DATE).

4. MODIFICATIONS TO THE WORK

All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

5. ACCESS

The Owner, Owner's representative and public authorities shall at all times have access to the work.

6. CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

7. INSURANCE COVERAGE

The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his own name and that of the Contractor.

The Contractor agrees to obtain insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

8. DELAYS

In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

9. NO ASSIGNMENT

Neither the Owner nor Contractor shall have the right to assign any rights or Interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

10. GOVERNING LAW

This agreement shall be interpreted under laws of the State of Florida.

11. ATTORNEY'S FEES

Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

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

OWNER

CONTRACTOR

Bryan K. Gongre
Authorized Signature

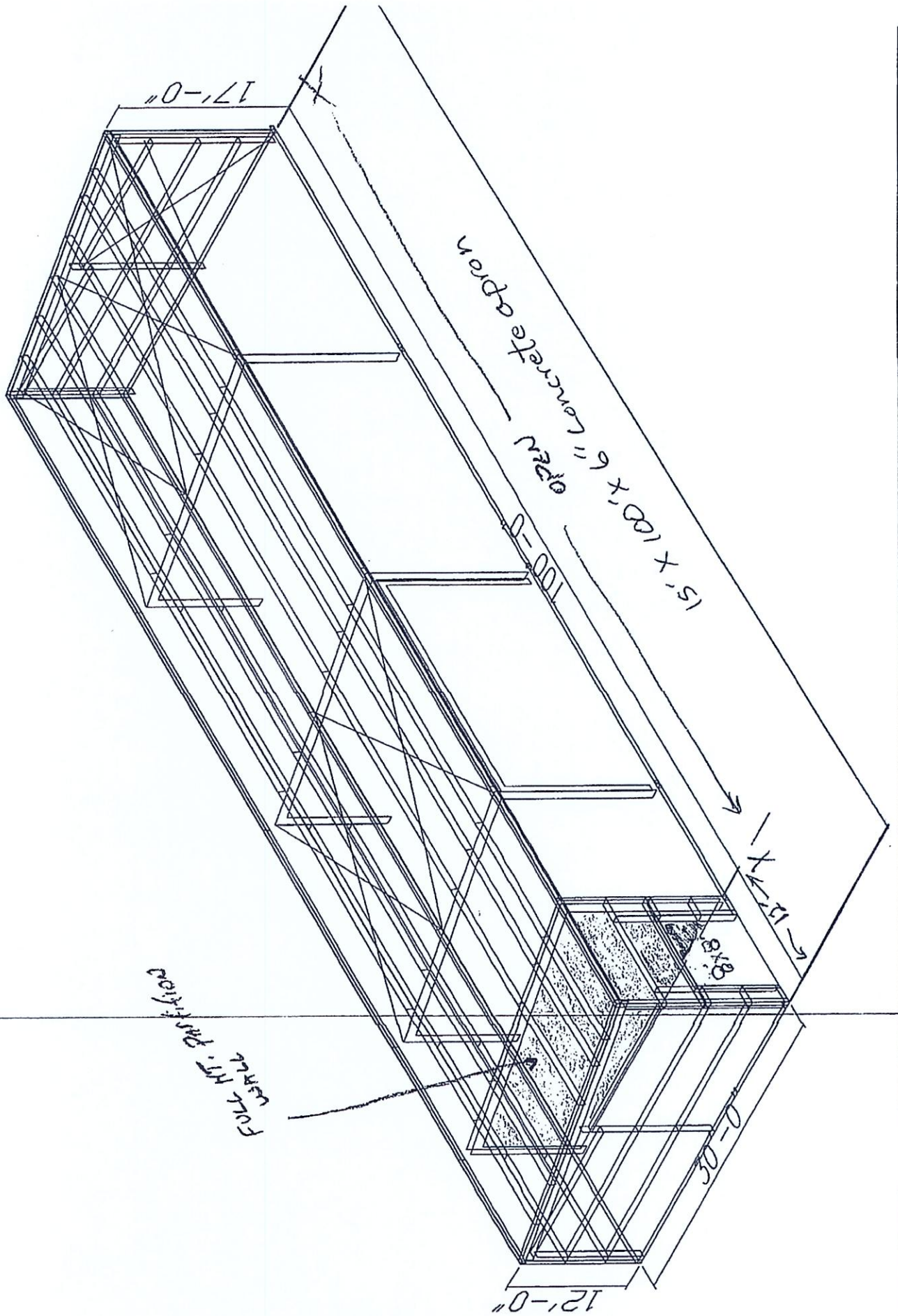
William H. Edans
Authorized Signature

Bryan K. Gongre, Regional Mgr.
Print Name and Title

William H. Edans, President
Print Name and Title

2/17/2017
Date

1-9-2017
Date



Full HT. reinforcement

15'-x 100'-x 6" concrete apron

17'-0"

12'-0"

100'-0"

30'-0"

15'-0"

SECTION 00520

AGREEMENT FORM

PART 1 GENERAL

1.01 THIS AGREEMENT, made this 20th day of February, 2017, by and between Utilities Inc. of Florida, hereinafter called the Owner, and Florida Environmental Construction 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, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the General Conditions, the Supplementary Conditions, 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 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 Des Pinar Master Pump Station

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 253 calendar days from the date of the Notice to Proceed. 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 ($\frac{1}{4}$) 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 the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of Three million twelve thousand two hundred seventy three dollars & 00/100's Dollars (\$3,012,273.00). 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 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.

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

CONTRACTOR:

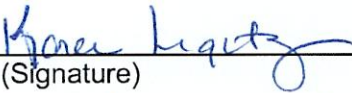
Florida Environmental Construction, Inc.
Name of Firm


By (Signature)

(SEAL)

Robert Lightsey, President
Printed Name and Title

ATTEST:


By (Signature)

KAREN LIGHTSEY - VICE PRESIDENT
Printed Name and Title

OWNER:

Utilities Inc. of Florida
Name of Owner


By (Signature)

(SEAL)

Bryan K. Gongre, Regional Manager
Printed Name and Title

ATTEST:


By (Signature)

LISA AUGUST Admin ASST
Printed Name and Title

END OF SECTION

SECTION 00530

NOTICE TO PROCEED FORM

TO: Florida Environmental Construction, Inc.
P.O. Box 305
Howie in the Hills, FL 34737

DATE: February 20, 2017

PROJECT: Des Pinar Master Pump Station

You are hereby notified to commence WORK in accordance with the Agreement dated 2/20/2017. This Notice authorizes the CONTRACTOR to commence construction, and, in accordance with the Agreement, all work shall be substantially complete within 253 calendar days of the date of this Notice to Proceed. Therefore, the date of substantial completion is 10/31/2017. The date of Final completion is 11/30/2017.

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


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 Florida Environmental Construction, Inc. this 20th day of February, 2017.

By 

ROBERT LIGHTSEY - PRESIDENT
Printed Name and Title

END OF SECTION

00530-1

SECTION 00520
AGREEMENT FORM

PART 1 GENERAL

1.01 THIS AGREEMENT, made this 20th day of February, 2017, by and between Utilities Inc. of Florida, hereinafter called the Owner, and Tri Sure Corporation, 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, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the General Conditions, the Supplementary Conditions, 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 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 Sabal Palm Master Pump Station

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 253 calendar days from the date of the Notice to Proceed. 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

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 the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of Two million two hundred forty four thousand four hundred forty five dollars & 00/100's Dollars (\$2,244,445.00). 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 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.

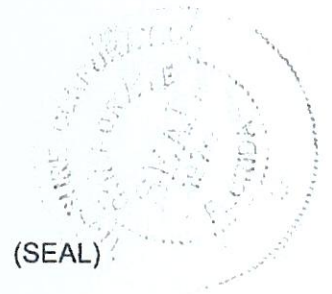
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

Tri-Sure Corporation
Name of Firm

Jason Chambers
By (Signature)

Jason Chambers, President
Printed Name and Title



(SEAL)

ATTEST:

Kerri Chambers
By (Signature)

Kerri Chambers, Secretary
Printed Name and Title

OWNER:

Utilities Inc. of Florida
Name of Owner

Bryan K. Gongre
By (Signature)

Bryan K. Gongre, Regional Manager
Printed Name and Title

(SEAL)

ATTEST:

Lisa August
By (Signature)

Lisa August - Admin ASST
Printed Name and Title

END OF SECTION

SECTION 00530

NOTICE TO PROCEED FORM

TO: Tri-Sure Corporation
P.O. Box 653
Auburndale, FL 33823

DATE: February 20, 2017

PROJECT: Sabal Palm Master Pump Station

You are hereby notified to commence WORK in accordance with the Agreement dated 2/20/2017. This Notice authorizes the CONTRACTOR to commence construction, and, in accordance with the Agreement, all work shall be substantially complete within 253 calendar days of the date of this Notice to Proceed. Therefore, the date of substantial completion is 10/31/2017. The date of Final completion is 11/30/2017.

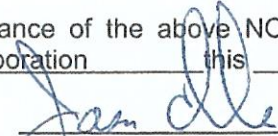
ISSUED BY: Utilities Inc. of Florida
(Name of OWNER)


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 Tri-Sure Corporation this 20th day of February, 2017.


By Jason Chambers President
Printed Name and Title

END OF SECTION

SECTION 00520

AGREEMENT FORM

PART 1 GENERAL

1.01 THIS AGREEMENT, made this 20th day of February, 2017, by and between Utilities Inc. of Florida, hereinafter called the Owner, and Tri Sure Corporation, 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, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the General Conditions, the Supplementary Conditions, 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 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 Springs Blvd Force Main

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 223 calendar days from the date of the Notice to Proceed. 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 ($\frac{1}{4}$) 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 the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of Nine hundred twenty five thousand three hundred fifty dollars & 00/100's Dollars (\$925,350.00). 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 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.

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

CONTRACTOR:

Tri-Sure Corporation
Name of Firm

Jason Chambers
By (Signature)

Jason Chambers, President
Printed Name and Title

(SEAL)



ATTEST:

Kevin Chambers
By (Signature)

Kerri Chambers Secretary
Printed Name and Title

OWNER:

Utilities Inc. of Florida
Name of Owner

Bryan K. Gongre
By (Signature)

Bryan K. Gongre, Regional Manager
Printed Name and Title

(SEAL)

ATTEST:

Lisa August
By (Signature)

LISA AUGUST - Admin ASST
Printed Name and Title

END OF SECTION

SECTION 00530

NOTICE TO PROCEED FORM

TO: Tri-Sure Corporation
P.O. Box 653
Auburndale, FL 33823

DATE: February 20, 2017

PROJECT: Springs Blvd. Force Main

You are hereby notified to commence WORK in accordance with the Agreement dated 2/20/2017. This Notice authorizes the CONTRACTOR to commence construction, and, in accordance with the Agreement, all work shall be substantially complete within 223 calendar days of the date of this Notice to Proceed. Therefore, the date of substantial completion is 10/1/2017. The date of Final completion is 10/31/2017.

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 Tri-Sure Corporation this 20th day of February, 2017.

Jason Chambos
By
Jason Chambos President
Printed Name and Title

END OF SECTION