

## CONTRACT

**THIS AGREEMENT**, made and entered into on the 30th day of September 2021, by and between “ **TLC Diversified, Inc.** ”, the “**CONTRACTOR**” and the “**FLORIDA KEYS AQUEDUCT AUTHORITY**”, **THE FCAA.**

### **WITNESSETH:**

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the FCAA as follows:

1. That the Contractor shall furnish materials as required, and perform all of the work in manner and form as provided by the following enumerated Contract Documents, which are attached hereto and made a part hereof, as if fully contained here:  
Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary Conditions (if applicable), Specifications, Bid Form, Addenda, and the Drawings.  
As contained in: 1150-17A Kermit H Lewin Reverse Osmosis Water Treatment Facility
2. The work must be substantially completed, as defined by Article 1.16 of the General Conditions, within **850** calendar days from the date of the Notice To Proceed. The work as provided in Article 1.14 of the General Conditions shall be completed and ready for final payment in accordance with Article 1.17 of the General Conditions within **90** calendar days from the date of Substantial Completion in accordance with Article 1.16 of the General Conditions.
3. Liquidated Damages: The Contractor recognizes that time is of the essence of the FCAA Contract and that the FCAA will suffer financial loss if the work is not completed within the times specified in Paragraph 2 above, plus any extensions thereof allowed in accordance with Article 7.9 of the General Conditions.  
All parties recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the FCAA if the work is not completed on time. Accordingly, instead of requiring any such proof, the FCAA and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the FCAA \$1,000.00 for each day that expires after the time specified for substantial completion until the work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining the work within the contract time or any proper extension thereof granted by the FCAA, Contractor shall pay the FCAA \$500.00 for each day that expires after the time specified for completion and readiness for final payment. Weekends and legal holidays shall be included in determining days in default.
4. That the FCAA hereby agrees to pay to the Contractor for the faithful performance of this Contract, subject to additions and deductions as provided in the Contract Documents, in lawful money of the United States, the amount of: **Fourty-One Million, Eight Hundred Seventy-Six Thousand, Seven Hundred and Seventy-Seven Dollars** (\$ 41,876,777.00), based on the estimated quantities and Unit or Lump Sum Prices contained herein.

5. That on or before the 30th day of each calendar month, the FKAA shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the FKAA, **LESS** the retainage provided in the Contract Documents, which is to be withheld by the FKAA until all work within a particular part has been performed strictly in accordance with this Contract and until such work has been accepted by the FKAA.
6. That upon submission by the Contractor, of evidence satisfactory to the FKAA that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Contract shall be made within 60 days after the completion by the Contractor, of all work covered by this Contract and the acceptance of such work by the FKAA.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Contract and the Surety Bonds, hereto attached for its faithful performance and payment, the FKAA shall deem the Surety or Sureties upon any such bond to be unsatisfactory or if, for any reason any such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within 5 days after the receipt of notice from the FKAA so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the FKAA. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the FKAA.
8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the FKAA and written notice shall be delivered to Contractor directing Contractor to proceed with such additional work or extras.
9. That the Contractor shall furnish Payment and Performance Bonds which comply with Chapter 255, Florida Statutes, and other applicable law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and date first above written:

**WITNESSES**

  
Signature Joanne Lamberson Date 10/04/2021

\_\_\_\_\_  
Signature Tiffany Taylor Date 10/04/2021

**CONTRACTOR TLC Diversified, Inc.**

  
By \_\_\_\_\_ Date 10/04/2021

Thurston Lamberson/President  
Title

**FKAA**

\_\_\_\_\_  
Kerry Shelby Date  
Executive Director

**Reviewed for legal sufficiency:**

\_\_\_\_\_  
Robert Feldman Date  
General Counsel

**BOARD APPROVAL DATE:** September 28, 2021