

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

**JULY 16, 2020
EMERGENCY MEETING**

AGENDA PACKAGE

**CALL IN:
1-800-747-5150
Access Code 8185960**



Harmony Community Development District

Steve Berube, Chairman
William Bokunic, Vice Chairman
Kerul Kassel, Assistant Secretary
David Farnsworth, Assistant Secretary
Mike Scarborough, Assistant Secretary



Kristen Suit, District Manager
Timothy Qualls, Esq. District Counsel
Steve Boyd, PE District Engineer
Gerhard van der Snel, Field Manager

July 14, 2020

Board of Supervisors
Harmony Community Development District

Dear Board Members:

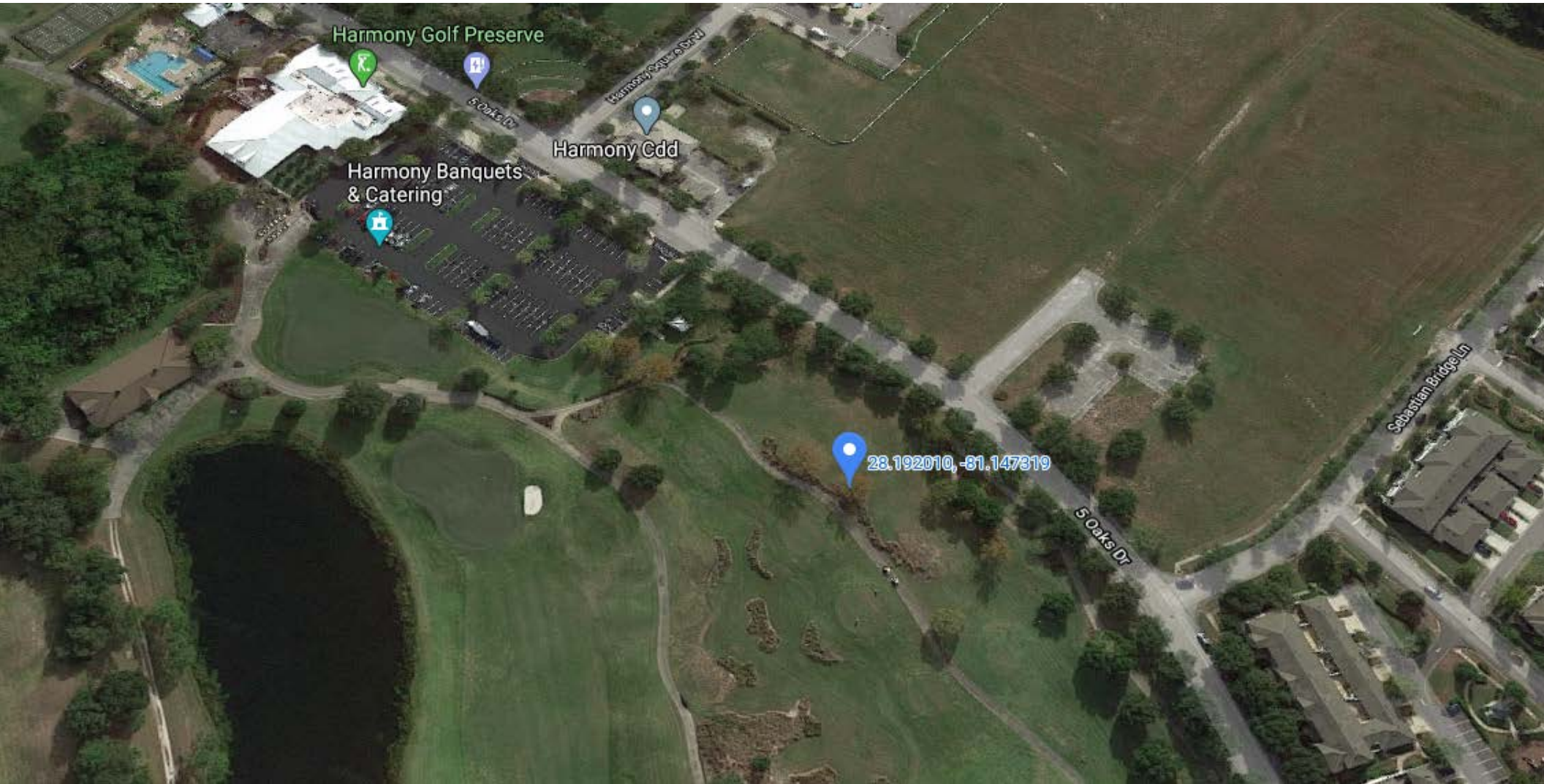
An emergency meeting of the Board of Supervisors of the Harmony Community Development District will be held Thursday, July 16, 2020 at 6:00 p.m. via Conference Call at **1-800-747-5150 Access Code 8185960**. Following is the advance agenda for the meeting:

- 1. Call to Order**
- 2. Audience Comments**
- 3. Discussion and Consideration of Proposals for Sinkhole Repairs**
 - A. Proposals:
 - i. Brownies Septic & Plumbing – \$3,275.00 + \$1,895.00 = \$5,170.00
 - ii. Drainage Solutions, Inc. – \$6,350.00
 - iii. JBB Enterprises, Inc. – \$5,700.00
- 4. Adjournment**

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,
Kristen Suit
Kristen Suit
District Manager

Geo-Location of Emergent Sinkhole



3A.









3Ai.



BROWNIE'S SEPTIC & PLUMBING

CFC1428456 - SA0131835

QUOTATION SUBMITTED TO:

Harmony Community Development

JOBSITE CONTACT:

Steve Berube & Gerhard Van Der Snel

JOBSITE STREET:

7200 Five Oaks Drive

JOBSITE CITY, STATE & ZIP:

Harmony, FL 34773

DATE:

07/09/2020

JOBSITE PHONE:

407-491-3469 & 407-301-2235

JOBSITE EMAIL:

Spberube@earthlink.net & gerhardharmony@gmail.com

BROWNIES SEPTIC & PLUMBING CONTACT:

Jared Dennerline

BROWNIE'S SEPTIC AND PLUMBING PROPOSES THE FOLLOWING:

Hydro Excavation & Camera Truck/Equipment

- Brownie's Septic & Plumbing will use Vac Truck to perform hydro excavation in sink hole area located near 7200 Five Oaks Dr to locate issue and broken/damaged pipe or lateral. The price includes labor, material and disposal.
- Hydro Excavation is the process of removing or moving soil with pressurized water. This allows for a non-destructive and more accurate way to excavate soil and locate underground utilities
- Brownie's Septic & Plumbing will also coordinate a camera truck to be on site so we can determine issue after area has been hydro excavated and manhole has been vac & jetted. Brownie's Septic & Plumbing to provide customer with a copy of the recording & findings once completed.

Vac Truck 1 Day \$3,275.00

Camera Truck & Crew \$1,895.00

PAYMENT IS AS FOLLOWS: C.O.D. or Credit Application Must Be Completed & Approved

*I authorize this work to be done. I understand this estimate is preliminary pending Health Department specifications if applicable. Prices do not include electrical wiring or connections. **Brownie's Septic and Plumbing does not assume any responsibilities for damage to driveways, landscaping, sprinkler systems, sidewalks, fences, waterlines, concrete areas, sod, underground damages or mound stabilization, unless otherwise agreed to in writing.** By executing this document, I authorize Brownie's to act as an Agent on my behalf to obtain all necessary permits, surveys, measurements, engineering, or any other legal requirement in order to complete this project. I understand that if additional fees or payments are required to complete this project, I fully authorize Brownie's and agree to pay any costs or fees that may be incurred. Brownie's will re-submit a Work Order or provide a Change Order if scope of work changes.*

Acceptance of quotation and contract – The prices and Terms and Conditions are satisfactory and are hereby accepted.

****By signing below customer acknowledges they have reviewed all 4 pages of this contract****

Brownie's Septic and Plumbing Representative

Date of Acceptance

Customer / Agent Signature

Date of Acceptance

Customer/ Agent Printed Name



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Terms and Conditions

1. **Time for Performance:** Brownie's Septic & Plumbing LLC (hereafter referred to as, "The Company") will not be responsible for any delay or delays that, indirectly, result from or are contributed to be Customer's failure to perform its obligations hereunder or by any cause beyond Company's reasonable control, including but not limited to: fire, flood, or other act of god: strike or other labor disagreement: acts or requirements of governmental or other civil actions: riot, war, embargo: shortage of labor, material, or energy. If equipment, materials, personnel, or supplies remain on customer's site at Customer's request during such a period delay, invoices will be rendered in accordance with the description of work set forth herein (the "Scope of Support"), and customer will also pay the Company for all extra costs and expenses by the company.

2. **Representations and Warranties of the Company:** The Company shall perform the Services in material conformance with all applicable Local, State, and Federal Laws, regulations, and guidelines and in conformance with the Scope of Work.

3. **Exclusion of Other Representations and Warranties:** THE REPRESENTATIONS AND WARRANTIES GIVEN IN PARAGRAPH 2 ARE THE ONLY REPRESENTATIONS AND WARRANTIES GIVEN BY THE COMPANY WITH RESPECT TO THE SERVICES TO BE PERFORMED IN CONNECTION HERewith AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- a) **Warranties or Claims:** For a construction related warranty or claim to be valid an executed Warranty Document must be signed by the Property Owner or Authorized Agent and a Representative of the Company. Any claim made for work done by the Company arising during the implied warranty period must be promptly reported. Verbal notification within 48 hours, and written notification of the claim and all relevant data must be submitted to the Company within 5 days. The company warranties the installation and workmanship only, the actual performance of the item (BOD, temperature, pH, hydraulic overload, or effluent toxicity) is outside of the Company's warranty or liability for the specified term on Warranty Document. Permits, landscaping, sod, irrigation, fees, taxes, surveys, re-inspection fees, or any other cost associated with performing the warranted repair are not and will not be the responsibility of the Company. Warranty claims may be immediately dismissed for the following reasons: excessive water consumption (exceeding the DOH design average GPD), acts of God (fire, flood, root intrusion, sinkholes, lightning, etc.), compaction or damage from vehicular traffic, electrical malfunctions, or any change or fluctuation in nearby drainage or the seasonal high-water table. Systems that are installed on homes serviced by a well, must have a water usage meter installed prior to the system being placed into service (for water consumption verification) for any warranty to be valid or implied. Warranties and claims will be VOIDED if final payment is not made in full, a lien or Notice of Collection has not been satisfied, or any outstanding invoices are not paid.

4. **Limitation of Remedies:** In the event of the Company's liability, whether based on contract, tort (including, but not limited to, negligence, strict liability, or otherwise). Customer's sole and exclusive remedy will be limited to, at the Company's option, replacement or correction of any Services not in conformance with the Scope of work or these Terms and Conditions, or to the repayment of the portion of the purchase price paid by Customer attributable to the nonconforming Services. THE COMPANY WILL NOT BE LIABLE FOR ANY OTHER DAMAGES, EITHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL OR OTHERWISE, AND IN NO EVENT SHALL THE COMPANY'S LIABILITY EXCEED THE PRICE PAID FOR THE NONCONFORMING SERVICES.

5. **Limitations of Liability :** The Company shall not be liable for any liabilities, claims, demands, expenses, or losses incurred by the Customer or other parties as a result of any claim, suit, or proceeding based on (i) changes in applicable laws or regulations after the Services are completed; (ii) acts or occurrences outside the Scope of the services; (iii) release of toxic materials or hazardous substances to the equipment which are not a result of the gross negligence or willful misconduct of the Company; or (iv) failure of Customer to obtain required permits, licenses or approvals.

6. **Terms and Methods of Payment:** Unless otherwise agreed in writing, itemized invoices will be submitted for payment to Customer either (i) every week or (ii) upon completion of the Services whichever time is the lesser.

- a) All invoices are due and payable upon receipt.
- b) All payments received thirty (30) days after the invoice date will be assessed a late payment service charge of 1 ½% per month for each month and amount under such invoice remains unpaid, or, if lower, the maximum allowed by applicable law. All payments received will be applied first to unpaid late payment service charges and then to the invoice balance.
- c) The Company may, at any time or time, suspend performance of the Services or require security or other adequate assurance satisfactory to the Company, when in the Company's opinion the financial condition of Customer or other grounds for insecurity warrant such action.



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7. Delinquent Payments: In the event Customer fails to make any payment when due, the Customer shall pay, in addition to all other sums payable hereunder, the reasonable costs and expenses incurred by the Company in connection with all actions taken to enforce collection or to preserve and protect its rights hereunder, whether by legal proceedings or otherwise, including, without limitation, reasonable attorneys' fees and court costs.

8. Claims: Unless otherwise agreed in writing, claims relating in any way to any portion of the Services must be made promptly within two (2) days after such Services are performed and must be confirmed in writing within five (5) days thereafter. In no event shall Customer hold back payment for invoices during any period such claims are pending.

9. CANCELLATION POLICY AND REFUNDS: If the Customer decides to cancel a job or project prior to the actual work commencement, the Company will deduct all costs incurred for the project (permits, surveys, mobilization, office expenses, etc.) up to and until a written cancellation notice is received. The remaining balance of the deposit received after expenses will be returned to the customer within 10 business days.

10. Taxes: Unless otherwise agreed in writing, Customer shall be responsible for all sales, use, excise, or other tax.

11. Approvals, Permits, Licenses, etc.: Unless otherwise agreed upon in writing, Customer shall be responsible for securing, at its expense all necessary permits, approvals, easements, and judicial and/or administrative orders to enable the Company to perform the Services.

12. Site Conditions: Customer shall furnish the following information to the Company with the respect to the site on which the Services are to be performed (the "Site") : (i) the physical characteristics (ii) soil reports and subsurface investigations; (iii) legal limitations and restrictions; (iv) utility locations; (v) legal description and survey; (vi) other reports or documents which may be reasonably requested by the company. Customer shall also advise the Company of any special chemical or physical hazards associated with the Site and materials to be handled by the Company in performance of the Services.

13. Utilities: Unless otherwise agreed in writing, Customer shall provide, at its expense, all utilities necessary to perform Services.

14. Wastes: All wastes resulting from the performance of the Services shall remain the property of the Customer. The Company assumes no liability arising from the pumping, handling, storage, transportation, or disposal of such wastes unless otherwise agreed in writing. In performances of the Services, the Company assumes no responsibility for waste materials or contamination located on Customer's Site.

15. Indemnification:

- a) Customer shall indemnify and hold Company harmless against any and all liabilities, claims, demands, expenses, or losses resulting from (i) the performance of the Services in compliance with the Customer's instructions or specifications, (ii) the negligent or intentional acts or omissions of Customer, it's employees , officers, agents, directors or subcontractors, (iii) release of toxic materials or hazardous substances to the environment which are not a result of the gross negligence or willful misconduct of the Company; or (iv) failure of Customer to obtain required permits, licenses, approvals, easements, or order as herein required.
- b) The Company shall indemnify and hold the customer harmless against any and all liabilities, claims, demands, expenses, or losses resulting for the negligent or intentional acts or omissions of the Company, its employees, officers, agents, directors or subcontractors; provided, however that the amount of such indemnification is limited to the price of the for the Services which give rise to the claim for indemnification

16. Change Orders:

- a) Any changes in the Scope of Services as set forth in the Scope of Work set forth hereon shall be agreed to in writing between the customer and company and shall be on only mutually agreed time and financial basis.
- b) In the emergency affecting the safety of persons or property, the Company shall act in its own discretion, to prevent threatened damage, injury or loss. Within five (5) days after taking such action, the Company shall supply a detailed report to Customer which shall specify the emergency, the action taken, and such other information as the Company shall reasonably feel is necessary to fully explain the emergency. The Company shall invoice Customer, and Customer shall pay for all extra costs incurred by the company in the event of such emergency unless such emergency was caused by the gross negligence or willful misconduct of Company.



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17. Records and Data: All records and data generated by the Company in the performance of the Services remain the property of the Company. The Company shall retain such records and data for a period of two (2) years or such longer period required by law. If requested, copies will be provided to the Customer, at Customer's expense.

18. Independent Contractor: Company shall perform the Services in accordance with the attached Scope of Work as approved by Customer. Customer shall have no right to exercise any control or direction over the employees or agents of the Company in connection with the services. Neither party shall have authority: (i) to employ any person as agent or employee for or on behalf of the other party or (ii) to make any representations or assume or create any obligation, expressed or implied, on behalf of the other party.

19. Entire Agreement: It is hereby further understood and agreed that the express terms of the attached Scope of Work and the Company's Terms and Conditions constitute the entire Agreement between Customer and Company and there are no other agreements, representations, or understandings between Company and Customer relating to the Scope of Work or the Services to be performed by the Company in accordance therewith, and that all agreements, representations, and understandings of the parties with the respect to the Services to be performed by the Company are merged with and superseded by the terms of the attached Scope of Work and these Terms and Conditions. No provisions of the Company's Scope of Work or the Company's Terms and Conditions may be waived, altered, or modified in any manner unless the same shall be set forth in writing and signed by duly authorized officer of Company. In the event that any purchase order, requisition, or any other notice of authorization to proceed in accordance with Scope of Work contains any provision, term or condition which is in addition to or inconsistent with any provisions herein, no inconsistent provisions, terms, or conditions shall be deemed to have been tacitly accepted by the Company by reason of the Company's commencement of Services pursuant to any such purchase order, requisition, or other authorization to proceed. The Company's Terms and Conditions shall supersede any such purchase order, requisition, or other authorization to proceed.

20. Governing Law: It is expressly agreed and stipulated that this contract shall be deemed to have been made and to be performed in the State of Florida, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto shall be governed by and resolved in accordance with the laws of said State.

21. Contract Renewal: This contract shall automatically renew annually unless a 30-day written notice is given to terminate this contract.

22. Evergreen Clause: Monthly fees will increase 5% annually for services specified and performed in this contract.

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PROPOSAL

DRAINAGE SOLUTIONS INC.



1908 N. FORSYTH RD.
ORLANDO, FL 32807

Phone: 407.282.0881 | Fax: 407.282.0613



Licensed & Insured

PROPOSAL SUBMITTED TO		PHONE	DATE
Harmony Community Develop		407-301-2225	7/2/20
STREET		JOB NAME	
3500 Harmony Square		Harmony Community	
CITY, ZIP CODE		JOB LOCATION	
Harmony, FL, 34773		Same	
ARCHITECT	DATE OF PLANS	JOB PHONE	
		2	
EMAIL	gerhardharmony@gmail.com		

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR:

- * Hydro excavate around utilities, de-root area, investigate where dirt is going by recording manhole and pipe run,
- * Fill sink hole with 3 loads of clean fill compacting in 2' lifts
- * Note any problems needed to be addressed
- * Haul away all roots / debris

We hereby propose to furnish material and labor-complete in accordance with the above specification, for the sum of: \$ 6,350

Not responsible for wires, cables, pipes, sprinkler lines, etc. buried in the work area.

Not responsible for sod, landscape, concrete, blacktop, etc. replacement.

Any repair/replacement of above items will be billed at an additional cost. \$ 6,350

Payment to be made as follows: 50% down at the time of acceptance.

Balance due upon completion of work outlined above.

A late fee of \$25.00 plus a finance charge of 1.5% will be imposed on past due accounts.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by the contactor if not accepted within 30 days

Authorized Signature

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A late fee of \$25.00 plus a monthly finance charge of 1.5% will be imposed on all past due accounts. This is an APR of 18%. Drainage Solutions reserves the right to remove all materials upon failure of payment. Any cost associated with the collection of an unpaid balance will be added to the past due balance.

Date of Acceptance _____ Signature _____

3Aiii.

JBB Enterprises, Inc.

4866 Wren Drive
 Saint Cloud, FL 34772



Phone # 407-495-6947 jbb.office@gmail.com

PROPOSAL

DATE	
6/24/2020	880

NAME / ADDRESS
Harmony Community Development Center

JOB

DESCRIPTION	QTY	COST	UNIT	TOTAL
Investigate & Pump Down. Investigate storm inlet in front of sinkhole. Will have to install plug in mittered end section at pond and pump down system. At that time we will be able to determine the problem and come up with a price and solution.		5,700.00		5,700.00
			TOTAL	\$5,700.00