

**FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
SECURITY GUARD SERVICES**

Contract is made between Fort Pierce Utilities Authority (FPUA) and Excelsior Defense, Inc., of the City of St. Petersburg, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2

Contractor is hereby contracted with to perform the following services: Security Guard Services in accordance with the specifications contained in Bid No. 13-51 appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: 206 S. 6th St., Fort Pierce, FL, or other areas as requested by the Customer Service Manager.

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Security Guard Services, Bid No. 13-51 job.

Section 5

Contractor shall be paid by FPUA in the following manner: monthly and in accordance with the Florida Prompt Payment Act, Florida Statutes 218.70-79. The calculations shall begin using the date the invoice was received.

Total job price: Not to exceed \$103,268.26 (one hundred three thousand, two hundred sixty-eight dollars and twenty six cents) on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in the Specifications defined in Section 2 above. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9

This Contract shall commence upon: June 1, 2013 and end on May 31, 2016. There are two (2) one (1)-year renewal options, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in this Contract. This Contract will remain in effect in the event of a natural disaster.

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

- A. Termination for Convenience. FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection

with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

- i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:
- ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;
- iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:
 - a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may terminate the performance of Contractor, in whole or in part at

FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

- C. Termination for Non-Appropriation. FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

- A. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

EXCELSIOR DEFENSE, INC. EXCELSIOR DEFENSE, INC.
2232 Central Avenue
Saint Petersburg, FL 33712

Name of Firm (Typed or Printed)

BY: Kris Halverson
Signature/Officer of Firm (Manual)

KRIS HALVERSON
Name (Typed or Printed)

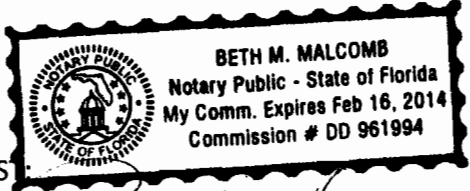
TITLE: President

STATE OF: Florida

COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me this 8th day of May, 2013 by
Kris Halverson, President, of Excelsior Defense, Inc
a FLORIDA corporation, on behalf of the corporation.
Officer of Firm Title Name of Firm
State

He/She is personally known to me or has produced as identification.



ATTES: Beth M. Malcomb
Secretary

(FPUA Seal)

Beth M. Malcomb
Notary Public
My commission expires: 2/16/14

FORT PIERCE UTILITIES AUTHORITY
BY: [Signature]
Chairman

DATE: May 15, 2013

APPROVED AS TO FORM & CORRECTNESS:
BY: [Signature]
Fort Pierce Utilities Authority Attorney