

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Control Instruments, Inc., a Georgia corporation ("C2i") (each a "Party" and collectively, the "Parties"). This Settlement Agreement shall become effective as of the date of full execution by the Parties.

RECITALS

A. County and C2i entered into the contract for Wastewater Supervisory Control and Data Acquisition (SCADA) System, Contract No. Y1294206C1, Project No. 9184-100902 ("Contract"), for improvements at the North Regional Wastewater Treatment Plant ("Project").

B. County issued Notice to Proceed No. 2 on August 14, 2017. The original Contract Time was 395 calendar days, establishing a Substantial Completion Date of September 13, 2018. The Contract was later extended by 908 calendar days, revising Substantial Completion to March 9, 2021.

C. Substantial Completion actually occurred on August 21, 2023, which is 895 calendar days after the revised deadline. Under Article 3.3 of the Contract, liquidated damages accrue at \$1,700 per day, resulting in \$1,521,500.00 in liquidated damages owed to County.

D. County issued a Notice to Cure, dated July 15, 2024, requiring C2i to complete the remaining punch-list items within 10 days. However, C2i did not complete this work.

E. County has prepared final reconciliation Change Orders No. 1R, 12R, and 14R (for \$0 and 0 days each) and final Change Order No. 15, which includes an \$80,953.42 credit for the remaining unpaid contract balance shown on Pay Request No. 42, each of which is attached hereto within **Exhibit A** and incorporated herein.

F. County retains \$236,804.03 in retainage under the Contract, which the Parties agree shall be applied toward the assessed liquidated damages.

G. The Parties wish to resolve all remaining matters relating to the Project and Contract without litigation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the Parties agree as follows:

1. **Representations:** The above recitals are true and correct and incorporated herein by reference. All terms not defined herein shall have the same meanings as defined in the Contract.

2. **Terms of Settlement:** The Parties hereby covenant and agree as follows:
 - a. C2i agrees to accept Change Orders No. 1R, 12R, and 14R (each reducing remaining Contract Time and Contract Price to 0 days and \$0, respectively) as issued by County.
 - b. C2i agrees that County will retain the \$80,953.42 credit reflected in Change Order No. 15, which, together with Pay Requests Nos. 42 and 43, represents the final adjustment of the Contract Price. County shall owe no further payment to C2i under the Contract.
 - c. By executing this Settlement Agreement, C2i waives all claims of any nature, known or unknown, against County arising from or related to the Contract or Project, including claims for delay, additional compensation, or equitable adjustment.
 - d. County will retain the \$236,804.03 in retainage under the Contract and apply it toward liquidated damages totaling \$1,521,500.00.
 - e. County will not pursue further recovery of liquidated damages or other monetary claims against C2i after execution of this Settlement Agreement and full compliance with its terms. Both Parties shall cooperate to close out the Contract administratively.

3. **Attorneys' Fees and Costs:** Each Party shall bear its own attorneys' fees and costs related to the Project and this Settlement Agreement.

4. **No Admission of Liability:** By entering into this Settlement Agreement, no Party admits fault or liability, but rather the Parties have agreed to the terms of this Settlement Agreement as a compromise of disputed claims in the interest of avoiding the costs and uncertainty of litigation.

5. **Mutual Final Release:** The Parties, by execution of this Settlement Agreement, hereby release, waive, and discharge each other from any and all claims, demands, damages, causes of action, actions, subrogation claims, litigation costs, including, but not limited to, attorney's fees, and losses of every kind and nature, whether known or unknown, asserted or unasserted, patent or latent, arising from or relating to the Contract or the Project, except as specifically reserved by County herein. The Parties further expressly covenant, promise, and agree, for themselves and their respective successors and assigns, that they shall be and are hereby forever barred and permanently enjoined from asserting any and all claims, supplemental claims, causes of action, subrogation rights, or damages arising from or relating to the Contract or the Project, except as expressly reserved by County herein. The Parties may enforce the requirement that the other Party comply with the terms and conditions set forth in this Settlement Agreement notwithstanding the release contained in this Paragraph. The release set forth in this Paragraph shall not serve as a release by County of any patent or latent defects or warranty claims on the Contract or the Project, and County expressly reserves the right to bring any and all claims, supplemental claims, and causes of action, and to pursue the recovery of damages, relating to patent or latent defects or warranty claims on the Contract or the Project.

6. **Representations and Indemnification:** C2i shall provide to County a Consent of Surety acknowledging and accepting the terms and conditions of this Settlement Agreement. C2i represents and warrants to County that, as of the Effective Date, the Surety has not asserted, threatened, or given notice of any claim or right against County, and that C2i is not aware of any facts that would give the Surety a basis to assert any claim, lien, subrogation right, reimbursement demand, or other cause of action against County arising out of or relating to the Project, the bonds, or this Settlement Agreement. C2i acknowledges that these representations are material and that the County is relying on both the Consent of Surety and C2i's representations in entering into this Settlement Agreement and issuing final payment. These representations shall survive final payment. C2i agrees to hold County harmless from and against, and to indemnify and defend County from, any and all bills, invoices, expenses, and claims, whether known or unknown at this time, of any individuals and entities that furnished labor, material, or supplies for the Project, whether directly or indirectly, and from any claims by the Surety or through the Surety by way of subrogation or otherwise, that arise out of or relate to such bills, invoices, expenses, or claims.

7. **Default:** If any Party defaults in its obligations hereunder and fails to cure such default within 15 business days after written notice, the non-defaulting Party may seek judicial enforcement. The prevailing Party in such action shall recover reasonable attorneys' fees and costs.

8. **Binding Effect:** The undersigned represent that they are empowered by the respective Parties to enter into on behalf of their respective Party and to bind their respective Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties, and the respective successors, assigns, trustees, receivers, and personal representatives of the Parties hereto.

9. **Full Disclosure:** The Parties acknowledge and agree that each is releasing certain rights and assuming certain duties and obligations that, but for this Settlement Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Settlement Agreement is fully and adequately supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have in fact consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice.

10. **Governing Law and Venue:** The Parties acknowledge and agree that this Settlement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Settlement Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. **To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to a trial by jury of any such litigation.**

11. **Severability:** The Parties acknowledge and agree that, if any part, term, or provision of this Settlement Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or in conflict with any law of Florida, such provision shall be severed from the Settlement Agreement and the validity of the remaining portions or provisions shall not be affected thereby and shall remain in full force and effect.

12. **Merger:** This Settlement Agreement incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Settlement Agreement that are not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

13. **Joint Preparation:** The Parties acknowledge that they have sought and received (or have had the opportunity to seek and receive) whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and acknowledge that the preparation of this Settlement Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

14. **Counterparts:** This Settlement Agreement may be executed in any number of counterparts, whether physical or electronic, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

15. **Captions:** The captions of the sections of this Settlement Agreement are for convenient reference only and shall not affect the construction nor interpretation of any of the terms and provisions set forth herein.

16. **Survival of Provisions:** All covenants, warranties, and representations contained in this Settlement Agreement, and all documents to be delivered by the Parties in connection with the consummation of the transaction contained herein, shall survive the consummation of said transaction.

17. **Further Assurance:** The Parties shall execute all such further instruments, and agree to take all such further actions, that may be reasonably required by the other party to fully effectuate the terms and provisions of this Settlement Agreement and the transactions contemplated herein.

18. **Modification:** No change or modification of this Settlement Agreement shall be valid unless in writing and signed by all Parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced.

19. **Notice:** In order for notice to a Party to be effective under this Settlement Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with this section:

For County:

Broward County Water and Wastewater Engineering Division
Attn: Alicia Dunne, P.E., PMP – Director and Contract Administrator
2555 W. Copans Road
Pompano Beach, FL 33069
Email: adunne@broward.org

For C2i:

Mark Healey, President
Control Instruments, Inc.
5253 Oakdale Road
Smyrna, GA 30082
Email: mhealey@c2iinc.com

20. **Third-Party Beneficiaries:** The Parties do not intend to directly or substantially benefit a third party by entering into this Settlement Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Settlement Agreement.

21. **Representation of No Assignment:** The Parties each expressly warrant, represent, and covenant to the Parties released herein that the respective Party is presently the legal owner and holder of the claims or causes of action released hereby, and that they have not expressly or impliedly assigned, transferred, pledged, or otherwise disposed of any such rights, claims, demands, or causes of action being described herein and released hereby, and each Party is expressly relying upon said warrant, representation, and covenant.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Settlement Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 202__, and Control Instruments, Inc., signing by and through its Authorized Signer, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

_____ day of _____, 202__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: **Matthew
Haber** Digitally signed by Matthew
Haber
Date: 2025.12.12 10:47:32
-05'00'

Matthew Haber (Date)
Senior Assistant County Attorney

By: **Michael Kerr** Digitally signed by Michael
Kerr
Date: 2025.12.12 11:03:08
-05'00'

Michael J. Kerr (Date)
Chief Counsel

MH/tb
Broward County Settlement Agreement SCADA Project CAO[mh][mk]approved 11-7-25
1200006

SETTLEMENT AGREEMENT

C2i

CONTROL INSTRUMENTS, INC.

By: Mark M Healey
Mark Healey, President
Date: 12/9/25

Witnesses:
Donna J. Depe

(Corporate Seal or Notary)



Exhibit A: Change Orders No. 1R, 12R, 14R, and final Change Order No. 15

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: 1
DELEGATED RECONCILED

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System

Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.

Description of Changes, Reasons Therefore, and Cost and/or Time Changes for each:

Cost Basis: Estimated - Resolve at Later Date

Line Nbr.1	REGULATORY AGENCY REQUIREMENT - Permit Fees	\$0.00	0
Description : The city of Pompano Beach Building Department permit fees is \$124,800.77. The bid allowance for permit fees was \$105,000.00. Amount paid under CO 01E was \$19,800.77			
Reason : The city of Pompano Beach Building Department determines the final amount required for the permit fees. Their estimate exceeded the bid allowance estimate by \$19,800.77. The Contractor has been reimbursed for all permit costs as requested in Pay Requests No. 2 and No.3 , therefore no additional time or funds beyond the previously approved and total paid are included. The County is reconciling and documenting the cost already authorized and paid in order to close out this project.			
Cause : Building permit was higher than estimated.			
Estimate:	\$19,800.77 0 Days	Recon:	\$0.00 0 Days
		Actual:	\$19,800.77 0 Days
Total Change Order		\$0.00	0

Reconciliation Recap			
Estimate:	\$19,800.77 0 Days	Recon:	\$0.00 0 Days
		Actual:	\$19,800.77 0 Days

PURCHASING INFORMATION			
PO : PO WVE2200045			
Original Award :	Approved Amendments :	Approved COs :	Previous Revised :
\$4,644,628.00	\$0.00	\$272,405.58	\$4,617,033.58
395 Days	0 Days	908 Days	1303 Days
This RECONCILED Change Order:		NO \$ CHANGE	NO TIME CHANGE
New Revised Contract:		\$4,617,033.58	1303 Days

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/30/2026

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: 1
DELEGATED RECONCILED

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
Contract: Y1294208C1 Vnd: CONTROL INSTRUMENTS, INC

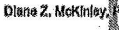

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.
Description of Changes, Reasons Therefor, and Cost and/or Time Changes For Each:
Cost Basis: Estimated - Resolve at Later Date

	AMOUNT	TIME
ORIGINAL CONTRACT	\$4,544,828.00	395
PREV APPROVED CHANGE ORDERS	\$272,405.58	908
THIS CHANGE ORDER NO. 1	\$0.00	0
REVISED CONTRACT AMOUNT	\$4,817,033.58	1303
PENDING CHANGE ORDERS	\$0.00	0

	Current	- Apprvd CO	- This CO	= Remaining
Admin Allowance	7.20	5.99	0.00	1.21

NO CHANGE TO CONTRACT AMOUNT

NO CHANGE IN CONTRACT PERIOD

Consultant	
Signature:  Diane Z. McKinley, PE <small>Professional Engineer License No. 12000 Expiry Date: 12/31/2025</small>	Date: 10/2/2025
Name: Diane Z. McKinley HAZEN AND SAWYER HAZEN AND SAWYER DPC Representative	
Accepted By Contractor	
Signature:	Date:
Name:	
CONTROL INSTRUMENTS, INC Representative	
Recommended By WATER & WASTEWATER ENGINEERING Project Manager	
Signature:  MERLE MEDINA <small>License No. 12000 Expiry Date: 12/31/2025</small>	Date:
Merle Medina	

Approved By WATER & WASTEWATER ENGINEERING Contract Administrator	
Signature:	Date:
Alicia Dunne	
Division Director	

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/30/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral - A Service Of The Purchasing Division

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER HISTORY
 Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
 Contract: Y1294206C1 Vnd: CONTROL INSTRUMENTS, INC

CONTRACT SUMMARY			
	Award	Apprvd COs	Current Total
Amount	\$4,544,628.00	\$272,405.58	\$4,817,033.58
Days	395	908	1303

CHANGE ORDER SUMMARY BY CO REASON			
CO Reason	Approved CO - Amt,Day,%		
CONTRACTOR ERRORS/OMISSIONS	\$49,558.68	0	1.09
OTHER	\$0.00	415	0.00
QUANTITY ADJUSTMENT	(\$75,260.47)	10	-1.66
REGULATORY AGENCY REQUIREMENT	\$19,800.77	0	0.44
TIME EXTENSION - OWNER REQUESTED CHANGES	\$0.00	245	0.00
UNFORESEEN CONDITIONS	\$53,499.84	68	1.18
USER REQUESTED ENHANCEMENTS	\$224,806.76	170	4.95
Total	\$272,405.58	908	5.99

CHANGE ORDER ALLOWANCE HISTORY					
Allowance Calculated Using Original Contract Award:					\$4,544,628.00
Apprvd Dt	Apprvd By	Transaction Type	Allow Type	Pct	Amt
6/7/2016	Board Item Nbr: 50	Award/Begln	Admin	5.00	\$227,231.40
4/22/2021	Purch Dir	Additional Allowance	Admin	2.20	\$99,981.82
Total Change Order Allowance				7.20	\$327,213.22
Less Approved Change Orders				5.99	\$272,405.58
Equals Remaining Change Order Allowance				1.21	\$54,807.64

CHANGE ORDER HISTORY							
CO No	CO Type	CO Date	Status	Approved Dt	Amount	Day	% Chg
1	ESTIMATED	1/3/2017	Approved	5/16/2017	\$19,800.77	0	0.44
1	RECONCILED	9/25/2025	Pending		\$0.00	0	0.00
2	REGULAR	8/7/2017	Approved	12/8/2017	\$0.00	120	0.00
3	REGULAR	3/23/2018	Approved	3/27/2018	\$15,879.93	0	0.35
4	REGULAR	8/16/2018	Approved	9/6/2018	\$49,558.68	0	1.09
5	REGULAR	8/20/2018	Approved	9/13/2018	\$31,576.09	15	0.69
6	REGULAR	3/21/2019	Approved	4/22/2019	\$0.00	245	0.00

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/30/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER HISTORY
 Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
 Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

CHANGE ORDER HISTORY							
CO No	CO Type	CO Date	Status	Approved Dt	Amount	Day	% Chg
7	REGULAR	7/15/2019	Approved	8/26/2019	\$25,617.74	15	0.56
8	REGULAR	7/15/2019	Approved	8/28/2019	\$29,131.00	34	0.64
9	REGULAR	1/8/2020	Approved	1/29/2020	(\$520.16)	14	-0.01
10	REGULAR	1/8/2020	Approved	1/29/2020	\$0.00	103	0.00
11	REGULAR	6/3/2020	Approved	6/10/2020	\$11,359.53	103	0.25
12	ESTIMATED	2/3/2021	Approved	2/17/2021	\$0.00	87	0.00
13	REGULAR	2/9/2021	Approved	5/27/2021	\$48,000.00	40	1.06
14	ESTIMATED	3/1/2021	Approved	6/2/2021	\$42,000.00	132	0.92
14	RECONCILED	7/7/2025	Pending		\$0.00	0	0.00
Total					\$272,405.58	908	5.99

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/30/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: 12
DELEGATED RECONCILED

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.
Description of Changes, Reasons Therefor, and Cost and/or Time Changes for each:
Cost Basis: Estimated - Resolve at Later Date, Estimated - Resolve at Later Date

Line Nbr.1	OTHER - Non-Compensable Time Extension Requested by Contractor	\$0.00	0
Description : Reduced working hours.			
Reason : Why: Due to the outbreak of COVID-19, C2I has been unable to work extended hours during non-cutover weeks and are limited to work from 7am-3:30pm. This has reduced C2I's ability to work to complete the punch list items as necessary. Therefore, the Contractor is entitled to a time extension of the Contract time due to excusable delay, which is beyond the control of the Contractor as per General Conditions of the Contract. Note that additional days for this task were included and approved under Change Order 14E, therefore no additional days will be added under this reconciliation change order. The County is reconciling only what was previously authorized.			
Cause : Delay to complete punch list items.			
Estimate: \$0.00 32 Days Reconc: \$0.00 0 Days Actual: \$0.00 32 Days			
Line Nbr.2	OTHER - Non-Compensable Time Extension Requested by Contractor	\$0.00	0
Description : Reduced Staffing.			
Reason : Why: Related to the above number of C2I staff resigned due to fear of COVID-19, and the fact Broward County has one of the highest rates of positive cases in the state of Florida. C2I has been unsuccessful in hiring new staff due to this fact. Therefore, the Contractor is entitled to a time extension of the Contract time due to excusable delay, which is beyond the control of the Contractor as per General Conditions of the Contract. A delay of 35 days is estimated at no additional cost to the County. Note that additional days for this task were included and approved under Change Order 14E, therefore no additional days will be added under this reconciliation change order. The County is reconciling only what was previously authorized.			
Cause : Delay due to C2I reducing staffing.			
Estimate: \$0.00 35 Days Reconc: \$0.00 0 Days Actual: \$0.00 35 Days			

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/30/2025

Percentages may not total exactly, due to rounding.

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: 12
DELEGATED RECONCILED

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System

Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.
Description of Changes, Reasons Therefor, and Cost and/or Time Changes for each:
Cost Basis: Estimated - Resolve at Later Date

Line Nbr.3	OTHER - Non-Compensable Time Extension Requested by Contractor	\$0.00	0
Description : Integration with other projects (Effluent project).			
Reason : Why: During the PLC Cutover and Commissioning efforts, PLCs and equipment from the Effluent project needed to be integrated into the SCADA network and commissioned. One PLC can be brought into the system at a time, as the fiber loop has to be "broken" in a section to allow connection to the new PLC. If more than one PLC is brought on, the system could lose communication to multiple PLCs because of the multiple breaks in the fiber loop. In addition, there is only one Development location, meaning only one programmer can be in the system at a time. So, when commissioning equipment for one project, other project programmers cannot be in the system making changes. It is estimated a delay of 20 calendar days and no additional cost to the County. This will be an ongoing delay, and the time is only what has been incurred to-date. Additional time or money beyond the previously approved total under CO 12E have not been substantiated. The County is reconciling only what was previously authorized.			
Cause : Delay due to integration with effluent project.			
Estimate:	\$0.00 20 Days	Recon:	\$0.00 0 Days
		Actual:	\$0.00 20 Days
Total Change Order			\$0.00 0
Reconciliation Recap			
Estimate:	\$0.00 87 Days	Recon:	\$0.00 0 Days
		Actual:	\$0.00 87 Days

PURCHASING INFORMATION			
PO : PO WWE2200045			
Original Award :	Approved Amendments :	Approved COs :	Previous Revised :
\$4,544,628.00	\$0.00	\$272,405.58	\$4,817,033.58
395 Days	0 Days	906 Days	1303 Days
This RECONCILED Change Order:	NO \$ CHANGE	\$0.00	NO TIME CHANGE
New Revised Contract:		\$4,817,033.58	1303 Days

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/30/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: 12
DELEGATED RECONCILED

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.
Description of Changes, Reasons Therefor, and Cost and/or Time Changes For Each:
Cost Basis: Estimated - Resolve at Later Date, Estimated - Resolve at Later Date

	AMOUNT	TIME
ORIGINAL CONTRACT	\$4,544,628.00	395
PREV APPROVED CHANGE ORDERS	\$272,405.68	908
THIS CHANGE ORDER NO. 12	\$0.00	0
REVISED CONTRACT AMOUNT	\$4,817,033.68	1303
PENDING CHANGE ORDERS	\$0.00	0

	Current	- Apprvd CO	- This CO	= Remaining
Admin Allowance	7.20	5.99	0.00	1.21

NO CHANGE TO CONTRACT AMOUNT

NO CHANGE IN CONTRACT PERIOD

Consultant	
Signature: Diane Z. McKinley	Date: 10/2/2025
Name: Diane Z. McKinley HAZEN AND SAWYER HAZEN AND SAWYER DPG Representative	
Accepted By Contractor	
Signature:	Date:
Name:	
CONTROL INSTRUMENTS, INC Representative	
Signature: MERLE MEDINA	Date: 2025.10.03 13:31:49 -0400
Merle Medina	

Approved By WATER & WASTEWATER ENGINEERING Contract Administrator	
Signature:	Date:
Alejo Durano	
Division Director	

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/30/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral - A Service Of The Purchasing Division

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER HISTORY
 Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
 Contract: Y1294206C1 Vnd: CONTROL INSTRUMENTS, INC

CONTRACT SUMMARY			
	Award	Apprvd COs	Current Total
Amount	\$4,544,628.00	\$272,405.58	\$4,817,033.58
Days	395	908	1303

CHANGE ORDER SUMMARY BY CO REASON			
CO Reason	Approved CO - Amt,Day,%		
CONTRACTOR ERROR/OMISSIONS	\$49,558.68	0	1.09
OTHER	\$0.00	415	0.00
QUANTITY ADJUSTMENT	(\$75,260.47)	10	-1.66
REGULATORY AGENCY REQUIREMENT	\$19,800.77	0	0.44
TIME EXTENSION - OWNER REQUESTED CHANGES	\$0.00	245	0.00
UNFORESEEN CONDITIONS	\$53,499.84	66	1.18
USER REQUESTED ENHANCEMENTS	\$224,806.76	170	4.95
Total	\$272,405.58	908	5.99

CHANGE ORDER ALLOWANCE HISTORY					
Allowance Calculated Using Original Contract Award:					\$4,544,628.00
Apprvd Dt	Apprvd By	Transaction Type	Allow Type	Pct	Amt
6/7/2018	Board Item Nbr: 50	Award/Begin	Admin	5.00	\$227,231.40
4/22/2021	Purch Dir	Additional Allowance	Admin	2.20	\$99,981.82
Total Change Order Allowance				7.20	\$327,213.22
Less Approved Change Orders				5.99	\$272,405.58
Equals Remaining Change Order Allowance				1.21	\$64,807.64

CHANGE ORDER HISTORY							
CO No	CO Type	CO Date	Status	Approved Dt	Amount	Day	% Chg
1	ESTIMATED	1/3/2017	Approved	5/16/2017	\$19,800.77	0	0.44
1	RECONCILED	9/26/2025	Pending		\$0.00	0	0.00
2	REGULAR	8/7/2017	Approved	12/8/2017	\$0.00	120	0.00
3	REGULAR	3/23/2018	Approved	3/27/2018	\$15,879.93	0	0.35
4	REGULAR	8/16/2018	Approved	9/6/2018	\$49,558.68	0	1.09
5	REGULAR	8/20/2018	Approved	9/13/2018	\$31,578.09	15	0.69
6	REGULAR	3/21/2019	Approved	4/22/2019	\$0.00	245	0.00

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/30/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER HISTORY
 Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
 Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

CHANGE ORDER HISTORY							
CO No	CO Type	CO Date	Status	Approved Dt	Amount	Day	% Chg
7	REGULAR	7/15/2019	Approved	8/26/2019	\$25,617.74	15	0.58
8	REGULAR	7/15/2019	Approved	8/26/2019	\$29,131.00	34	0.64
9	REGULAR	1/8/2020	Approved	1/29/2020	(\$520.16)	14	-0.01
10	REGULAR	1/8/2020	Approved	1/29/2020	\$0.00	103	0.00
11	REGULAR	6/3/2020	Approved	6/10/2020	\$11,359.53	103	0.25
12	ESTIMATED	2/3/2021	Approved	2/17/2021	\$0.00	87	0.00
12	RECONCILED	9/30/2025	Pending		\$0.00	0	0.00
13	REGULAR	2/9/2021	Approved	5/27/2021	\$48,000.00	40	1.06
14	ESTIMATED	3/1/2021	Approved	6/2/2021	\$42,000.00	132	0.92
14	RECONCILED	7/7/2025	Pending		\$0.00	0	0.00
Total					\$272,405.58	908	5.99

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/30/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: 14
DELEGATED RECONCILED

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.
Description of Changes, Reasons Therefore, and Cost and/or Time Changes for each:
Cost Basis: Time and Material, Estimated - Resolve at Later Date

Line Nbr.1	OTHER - Time Only	\$0.00	0
Description : Reduced working hours.			
Reason : Due to the COVID-19, C2I has been unable to work extended hours during non-cutover weeks and are limited by WWOD to work from 7:00 am - 3:30 pm. This has reduced C2I's ability to work to complete the punch list items as necessary. Therefore, the Contractor has requested a time extension due to excusable delays, which is beyond the control of the Contractor as per General Conditions of the Contract. CO 14 E included \$0 and 50 calendar days. Additional time or money beyond the previously approved total under CO 14E have not been substantiated. The County is reconciling only what was previously authorized.			
Cause : Delay to complete punch list items.			
Estimate: \$0.00 50 Days		Recon: \$0.00 0 Days	
		Actual: \$0.00 50 Days	
Line Nbr.2	OTHER - Time Only	\$0.00	0
Description : Reduced Contractor Work Force.			
Reason : The contractor's work force (programmers) has been reduced due to fear of contracting COVID-19 through the wastewater processes. C2I has been unsuccessful in retaining additional qualified programmers, therefore, the Contractor has requested a time extension due to an excusable delay, which is beyond the control of the Contractor as per General Conditions of the Contract. CO 14 E included \$0 and 35 calendar days. Additional time or money beyond the previously approved total under CO 14E have not been substantiated. The County is reconciling only what was previously authorized.			
Cause : Delay due to C2I reducing staffing.			
Estimate: \$0.00 35 Days		Recon: \$0.00 0 Days	
		Actual: \$0.00 35 Days	
Line Nbr.3	USER REQUESTED ENHANCEMENTS	\$0.00	0
Description : iFix Software Issues.			
Reason : There are several issues within the GE iFix SCADA software that have caused C2I to spend numerous days troubleshooting the system. Some items were actual "bugs" in the software and were fixed with software patches from GE. Others were trial and error because the iFix software needed to be customized to concurrently meet WWOD IT and SCADA Div. programming conditions based on the most recent cyber security measures. CO 14 E included \$29,400 and 21 calendar days. Additional time or money beyond the previously approved total under CO 14E have not been substantiated. The County is reconciling only what was previously authorized.			
Cause : Delay due to iFix software troubleshooting.			
Estimate: \$25,200.00 21 Days		Recon: \$0.00 0 Days	
		Actual: \$25,200.00 21 Days	

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/10/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

CHANGE ORDER NO: 14

DELEGATED RECONCILED

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System

Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.

Description of Changes, Reasons Therefor, and Cost and/or Time Changes for each:

Cost Basis: Time and Material, Estimated - Resolve at Later Date

Line Nbr.4	USER REQUESTED ENHANCEMENTS	\$0.00	0
Description : System Enhancement.			
Reason : Why: The County IT and WWOD SCADA Div. have requested a system enhancement for adding a Testing and Development system to the County's Domain Controller. This enhancement is a security measure related to anti-virus and Windows security updates. This will need to be performed prior to final security and version updates on the running plant Application SCADA system, as well as the Cybersecurity Audit. C2I will assist County IT staff where needed but IT will take the lead on performing the updates.			
Why we are paying: Additional effort was not included in the original scope of work of the project.			
Cause : Delay due system enhancement.			
Estimate:	\$4,800.00 12 Days	Recon:	\$0.00 0 Days Actual: \$4,800.00 12 Days
Line Nbr.5	USER REQUESTED ENHANCEMENTS	\$0.00	0
Description : Windows and Software Updates requested by BCIT Division.			
Reason : Prior to the County's requested system enhancement of integrating the new SCADA system into the County Domain, C2I has been requested to install all MS Windows and software updates. This was not part of the original contract but, it is requested that C2I perform the most recent available updates with the understanding that County IT and WWOD staff will implement all necessary future updates going forward. This was documented in Change Order No. 7 however, C2I has been requested to install the latest updates and versions prior to the specified Cybersecurity Audit mentioned above in line item 4. This was requested by IT staff to assure acceptance testing of the system in meeting cyber security standards but, is needed to secure the system from inside and outside cyber security threats. CO 14 E included \$8,400 and 10 calendar days. Additional time or money beyond the previously approved total under CO 14E have not been substantiated. The County is reconciling only what was previously authorized.			
Cause : Delay due to windows and software updates.			
Estimate:	\$12,000.00 14 Days	Recon:	\$0.00 0 Days Actual: \$12,000.00 14 Days
Total Change Order		\$0.00	0
Reconciliation Recap			
Estimate:	\$42,000.00 132 Days	Recon:	\$0.00 0 Days Actual: \$42,000.00 132 Days

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/10/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

CHANGE ORDER NO: 14

DELEGATED RECONCILED

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System

Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.

Description of Changes, Reasons Therefore, and Cost and/or Time Changes for each:

Cost Basis: Time and Material, Estimated - Resolve at Later Date

PURCHASING INFORMATION			
PO : PO WWE2200045			
Original Award :	Approved Amendments :	Approved COs :	Previous Revised :
\$4,544,628.00	\$0.00	\$272,405.58	\$4,817,033.58
396 Days	0 Days	908 Days	1303 Days
This RECONCILED Change Order:		NO \$	NO TIME
		CHANGE	CHANGE
New Revised Contract:		\$4,817,033.58	1303 Days

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/10/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: 14
DELEGATED RECONCILED

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
Contract: Y1294206C1 Vnd: CONTROL INSTRUMENTS, INC

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.
Description of Changes, Reasons Therefore, and Cost and/or Time Changes For Each:
Cost Basis: Time and Material, Estimated - Resolve at Later Date

	AMOUNT	TIME
ORIGINAL CONTRACT	\$4,544,628.00	395
PREV APPROVED CHANGE ORDERS	\$272,405.58	908
THIS CHANGE ORDER NO. 14	\$0.00	0
REVISED CONTRACT AMOUNT	\$4,817,033.58	1303
PENDING CHANGE ORDERS	\$0.00	0

	Current	- Apprvd CO	- This CO	= Remaining
Admin Allowance	7.20	5.99	0.00	1.21

NO CHANGE TO CONTRACT AMOUNT

NO CHANGE IN CONTRACT PERIOD

Consultant	
Signature: Diane Z. McKinley, PE <small>Digitally signed by Diane Z. McKinley, PE DN: cn=Diane Z. McKinley, o=HAZEN AND SAWYER HAZEN AND SAWYER DPC, ou=HAZEN AND SAWYER HAZEN AND SAWYER DPC, email=Diane.Z.McKinley@hazensawyer.com, c=US</small>	Date: 10/2/2025
Name: DIANE Z. MCKINLEY HAZEN AND SAWYER HAZEN AND SAWYER DPC Representative	
Accepted By Contractor	
Signature:	Date:
Name:	
CONTROL INSTRUMENTS, INC Representative	
Recommended By WATER & WASTEWATER ENGINEERING Project Manager	
Signature: MERLE MEDINA <small>Digitally signed by MERLE MEDINA DN: cn=MERLE MEDINA, o=CONTROL INSTRUMENTS, INC, ou=CONTROL INSTRUMENTS, INC, email=MERLE.MEDINA@controlinstruments.com, c=US</small>	Date:
Merle Medina	

Approved By WATER & WASTEWATER ENGINEERING Contract Administrator	
Signature:	Date:
Alicia Dunne	
Division Director	

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/10/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral - A Service Of The Purchasing Division

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER HISTORY
 Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
 Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

CONTRACT SUMMARY			
	Award	Apprvd COs	Current Total
Amount	\$4,544,628.00	\$272,405.58	\$4,817,033.58
Days	395	908	1303

CHANGE ORDER SUMMARY BY CO REASON			
CO Reason	Approved CO - Amt,Day,%		
CONTRACTOR ERRORS/OMISSIONS	\$49,558.68	0	1.09
OTHER	\$0.00	415	0.00
QUANTITY ADJUSTMENT	(\$75,260.47)	10	-1.66
REGULATORY AGENCY REQUIREMENT	\$19,800.77	0	0.44
TIME EXTENSION - OWNER REQUESTED CHANGES	\$0.00	245	0.00
UNFORESEEN CONDITIONS	\$53,499.64	68	1.18
USER REQUESTED ENHANCEMENTS	\$224,806.76	170	4.95
Total	\$272,405.58	908	5.99

CHANGE ORDER ALLOWANCE HISTORY					
Allowance Calculated Using Original Contract Award:					\$4,544,628.00
Apprvd Dt	Apprvd By	Transaction Type	Allow Type	Pct	Amt
8/7/2018	Board Item Nbr: 50	Award/Begln	Admin	5.00	\$227,231.40
4/22/2021	Purch Dir	Additional Allowance	Admin	2.20	\$99,981.82
Total Change Order Allowance				7.20	\$327,213.22
Less Approved Change Orders				5.99	\$272,405.58
Equals Remaining Change Order Allowance				1.21	\$54,807.64

CHANGE ORDER HISTORY							
CO No	CO Type	CO Date	Status	Approved Dt	Amount	Day	% Chg
1	ESTIMATED	1/3/2017	Approved	5/16/2017	\$19,800.77	0	0.44
2	REGULAR	8/7/2017	Approved	12/8/2017	\$0.00	120	0.00
3	REGULAR	3/23/2018	Approved	3/27/2018	\$15,879.93	0	0.35
4	REGULAR	8/16/2018	Approved	9/6/2018	\$49,558.68	0	1.09
5	REGULAR	8/20/2018	Approved	9/13/2018	\$31,578.09	15	0.69
6	REGULAR	3/21/2019	Approved	4/22/2019	\$0.00	245	0.00
7	REGULAR	7/15/2019	Approved	8/28/2019	\$25,617.74	15	0.56

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/10/2025

Percentages may not total exactly, due to rounding .

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER HISTORY
 Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
 Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

CHANGE ORDER HISTORY							
CO No	CO Type	CO Date	Status	Approved Dt	Amount	Day	% Chg
8	REGULAR	7/15/2019	Approved	8/26/2019	\$29,131.00	34	0.64
9	REGULAR	1/8/2020	Approved	1/29/2020	(\$520.16)	14	-0.01
10	REGULAR	1/8/2020	Approved	1/29/2020	\$0.00	103	0.00
11	REGULAR	6/3/2020	Approved	6/10/2020	\$11,359.53	103	0.25
12	ESTIMATED	2/3/2021	Approved	2/17/2021	\$0.00	87	0.00
13	REGULAR	2/9/2021	Approved	6/27/2021	\$48,000.00	40	1.08
14	ESTIMATED	3/1/2021	Approved	6/2/2021	\$42,000.00	132	0.92
14	RECONCILED	7/7/2025	Pending		\$0.00	0	0.00
Total					\$272,405.58	908	5.99

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

9/10/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: 15
DELEGATED REGULAR

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System

Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.

Description of Changes, Reasons Therefor, and Cost and/or Time Changes for each:

Cost Basis: Negotiated Lump Sum

Line Nbr.1	OTHER - Construction Financial Reconciliation	(\$80,953.42)	0
Description : Remaining Contract Balance Credit			
Reason : As indicated in the settlement letter accompanying this Change Order, C2I refused to comply with the 10-day Notice to Cure (NTC) sent by the County on July 15, 2024, to complete the project punch list. Also has accrued 895 calendar days in liquidated damages, totaling \$1,521,500. Therefore, the County is issuing a final change order crediting the remaining contract balance of \$80,953.42 back to the County.			
Cause : Contract not completed and accrued LD's			
Total Change Order		(\$80,953.42)	0

PURCHASING INFORMATION			
PO : PO WWE2200045			
Original Award :	Approved Amendments :	Approved COs :	Previous Revised :
\$4,544,628.00	\$0.00	\$272,405.58	\$4,817,033.58
395 Days	0 Days	908 Days	1303 Days
This REGULAR Change Order:	DECREASE	(\$80,953.42)	NO TIME CHANGE
New Revised Contract:		\$4,736,080.16	1303 Days

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

10/13/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: 15
DELEGATED REGULAR

Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

The following changes are hereby authorized upon approval of the Contract Administrator and his/her signature below.
Description of Changes, Reasons Therefore, and Cost and/or Time Changes For Each:
Cost Basis: Negotiated Lump Sum

	AMOUNT	TIME
ORIGINAL CONTRACT	\$4,544,628.00	395
PREV APPROVED CHANGE ORDERS	\$272,405.58	908
THIS CHANGE ORDER NO. 15	(\$80,953.42)	0
REVISED CONTRACT AMOUNT	\$4,736,080.16	1303
PENDING CHANGE ORDERS	(\$80,953.42)	0

	Current	- Apprvd CO	- This CO	= Remaining
Admin Allowance	7.20	5.99	-1.78	2.99

DECREASE CONTRACT AMOUNT BY (\$80,953.42) NO CHANGE IN CONTRACT PERIOD

Consultant	
Signature: Diane Z. McKinley	Date: 10/13/2025
Name: Diane Z. McKinley	
HAZEN AND SAWYER HAZEN AND SAWYER OPC Representative	
Accepted By Contractor	
Signature:	Date:
Name:	
CONTROL INSTRUMENTS, INC Representative	
Signature: MERLE MEDINA	Date: 2025.10.13 14:38:28 -0400
Merle Medina	

Approved By WATER & WASTEWATER ENGINEERING Contract Administrator	
Signature:	Date:
Alicia Dunne	
Division Director	

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

10/13/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral - A Service Of The Purchasing Division

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

CHANGE ORDER HISTORY

Project: 100002 - Wastewater Supervisory Control and Data Acquisition SCADA System
Contract: Y1294206C1 Vnd: CONTROL INSTRUMENTS, INC

CONTRACT SUMMARY				
	Award	Apprvd COs	Pend COs	Current Total
Amount	\$4,544,628.00	\$272,405.58	(\$80,953.42)	\$4,736,080.16
Days	395	908	0	1303

CHANGE ORDER SUMMARY BY CO REASON			
CO Reason	Approved CO - Amt,Day,%		
CONTRACTOR ERRORS/OMISSIONS	\$49,558.88	0	1.09
OTHER	\$0.00	415	0.00
QUANTITY ADJUSTMENT	(\$75,260.47)	10	-1.66
REGULATORY AGENCY REQUIREMENT	\$19,800.77	0	0.44
TIME EXTENSION - OWNER REQUESTED CHANGES	\$0.00	245	0.00
UNFORESEEN CONDITIONS	\$53,499.84	68	1.18
USER REQUESTED ENHANCEMENTS	\$224,806.76	170	4.95
Total	\$272,405.58	908	5.99

CHANGE ORDER ALLOWANCE HISTORY					
Allowance Calculated Using Original Contract Award:					\$4,544,628.00
Apprvd Dt	Apprvd By	Transaction Type	Allow Type	Pct	Amt
6/7/2016	Board Item Nbr: 50	Award/Begin	Admin	5.00	\$227,231.40
4/22/2021	Purch Dir	Additional Allowance	Admin	2.20	\$99,981.82
Total Change Order Allowance				7.20	\$327,213.22
Less Approved Change Orders				5.99	\$272,405.58
Equals Remaining Change Order Allowance				1.21	\$54,807.64

CHANGE ORDER HISTORY							
CO No	CO Type	CO Date	Status	Approved Dt	Amount	Day	% Chg
1	ESTIMATED	1/3/2017	Approved	5/16/2017	\$19,800.77	0	0.44
1	RECONCILED	9/25/2025	Pending		\$0.00	0	0.00
2	REGULAR	6/7/2017	Approved	12/8/2017	\$0.00	120	0.00
3	REGULAR	3/23/2018	Approved	3/27/2018	\$15,879.93	0	0.35
4	REGULAR	8/16/2018	Approved	9/6/2018	\$49,558.68	0	1.09
5	REGULAR	8/20/2018	Approved	9/13/2018	\$31,578.09	15	0.69
6	REGULAR	3/21/2019	Approved	4/22/2019	\$0.00	245	0.00

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

10/13/2025

Percentages may not total exactly, due to rounding

Source: ContractsCentral

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER HISTORY
 Project: 100902 - Wastewater Supervisory Control and Data Acquisition SCADA System
 Contract: Y1294206C1 Vend: CONTROL INSTRUMENTS, INC

CHANGE ORDER HISTORY							
CO No	CO Type	CO Date	Status	Approved Dt	Amount	Day	% Chg
7	REGULAR	7/15/2019	Approved	8/26/2019	\$25,817.74	15	0.58
8	REGULAR	7/15/2019	Approved	8/26/2019	\$29,131.00	34	0.64
9	REGULAR	1/8/2020	Approved	1/29/2020	(\$520.16)	14	-0.01
10	REGULAR	1/8/2020	Approved	1/29/2020	\$0.00	103	0.00
11	REGULAR	6/3/2020	Approved	6/10/2020	\$11,359.53	103	0.25
12	ESTIMATED	2/3/2021	Approved	2/17/2021	\$0.00	87	0.00
12	RECONCILED	9/30/2025	Pending		\$0.00	0	0.00
13	REGULAR	2/9/2021	Approved	6/27/2021	\$48,000.00	40	1.06
14	ESTIMATED	3/1/2021	Approved	6/2/2021	\$42,000.00	132	0.92
14	RECONCILED	7/7/2025	Pending		\$0.00	0	0.00
15	REGULAR	10/13/2025	Pending		(\$80,953.42)	0	-1.78
Total					\$191,452.16	908	5.99

COPY FOR: MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

10/13/2025

Percentages may not total exactly, due to rounding.

Source: ContractaCentral



100902; 9184 [5.07]

BOARD OF COUNTY COMMISSIONERS - BROWARD COUNTY, FLORIDA
PAYMENT CERTIFICATE - CONTRACTOR SERVICES

For WVED Admin use only

Payment Request Number: 42 Project Number/Title: Wastewater SCADA System Purchase Order Number: WVE0000151 Contractor's Invoice Number: 42 Invoice Date: 12/21/2021 Payment for work completed thru: 11/25/2021		Contractor Vendor Number: 600000474 (Control Instruments, Inc.) Contractor: Control Instruments, Inc. Contractor Project Manager: Jonathan Mitchell Consultant Company Name: Hazen and Sawyer Consultant Project Manager: Evan Curtis Broward County Project Manager: Marie Medina	
CONTRACT STATUS Original Contract Amount (less Allowances): \$ 4,433,128.00 Total Change Order thru #: \$ 272,465.58 Allowances (permit fees, app. etc.): \$ 111,500.00 Total Contract Amount: \$ 4,617,953.58 Remaining Contract Balance: \$ 30,953.42		RFP # 2 Original Completion Date: 8/14/2017 Current Completion Date: 5/6/2021	
PAYMENT AMOUNTS Work Committed: \$ 4,726,068.73 Retainage Held: \$ 390,280.16 Reimbursables Earned: Total Earned: \$ 4,335,728.57 Retainage Released: \$ 153,979.81 Remaining Retainage Balance: \$ 236,300.35 PAYMENTS \$ 4,488,736.38		The completion date will be extended through CO #14 Reconciliation Percent Time Used: 115% This payment includes a release of retainage in the amount of: \$0.00 Total amount of this Payment Request: \$5,589.75	
CONTRACTOR CERTIFICATION I hereby certify that payment in the amount of the invoice is due, that the materials, labor, expenses, and/or services have been applied to the project, that the payment is a proper payment, that appropriate SDSE participation has been applied to the project.		Signature: Diane Z. McKinley Title: Senior Associate Date: 12/28/2021	
BROWARD COUNTY APPROVALS Project Manager: _____ CA / CPMS / EPA: _____ Accounting: _____		Signature: _____ Title: _____ Date: _____ Signature: _____ Title: _____ Date: _____ Signature: _____ Title: _____ Date: _____	
PEOPLESOFT CHART FIELDS 44250-44408-67301810-512125-408992		Payment to Release: \$ 9,569.75 Retainage Held: \$ 503.62	
Retainage Accounts (Only when releasing retainage): \$0.00			