

# BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA CONSTRUCTION AGREEMENT

This Contract, entered into this 26th day of 100 county Board of County Commissioners, hereafter called the COUNTY, and 100 Ajax Paving Industries of Florida, 100 LLC, hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

# RUNWAY 9-27 REHABILITATION AND TAXIWAY "A" EAST EXTENSION ITB NO. 21-CG0065/DK BROOKSVILLE, FLORIDA

# **ARTICLE 1 - CONTRACT DOCUMENTS**

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

1.01.1 The Contract Documents for Bid No. 21-CG0065/DK consist of the following:

Solicitation-Offer-Award

(Cover Page)

**Advertisement of Bid** 

(Section I)

**Solicitation Instructions** 

(Section II)

**General Conditions** 

(Section III)

**Special Conditions** 

(Section IV)

Supplementary Conditions for Federal/State Requirements

(Section V)

Section V-A -

Supplementary Conditions

Department of Labor Wage

Determination

**Scope and Specifications** 

(Section VI)

**Bid Form** 

(Section VII)

**Required Forms and Certifications** 

(Section VIII)

**Construction Agreement and Required** 

**Documents After Award** 

(Section IX)

**Reference Documents** 

(Section X)

Exhibit A - Schedule A - Technical

Specifications

Exhibit B - Schedule A -

Plans/Drawings

Exhibit C - Schedule A - Drawing

- Bid Alt. 8

Exhibit D - Schedule A -

Specification

Appendices

Exhibit E - Schedule A -

Construction Safety and

Phasing Plan

Exhibit F - Schedule B - Technical

Specifications

Exhibit G - Schedule B - Plans

**Reference Documents** 

(Section X) (continued)

Exhibit H - Schedule B -

Construction Safety and

Phasing Plan

Exhibit I – Gopher Tortoise
Exhibit J – Schedule A – Contract
Time
Exhibit K – Schedule A –
Liquidated Damages
Exhibit L – Schedule B – Contract
Time
Exhibit L –

Exhibit M – Schedule B – Liquidated Damages

All addenda issued by the County prior to the receipt of Bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

- A Field Order;
- 2. Engineer's approval of a shop drawing or sample; or
- Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

- 1. Vendor/Contractor's Bid
- Documentation submitted by Vendor/Contractor after the Notice of Award:
  - a. Insurance Certificate
  - b. Payment and Performance Bond
- 1.02 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - 1. Notice to Proceed
  - 2. Change Order(s)

- 1.03 The documents listed in the Article are attached to this Agreement (except as expressly noted otherwise).
- 1.04 There are no Contract Documents other than those listed in this Article
- 1.05 The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 55.

#### **ARTICLE 2 - THE ENGINEER**

2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean American Infrastructure Development, Inc., for the plans and specifications. Michael R. Ullven, Brooksville-Tampa Bay Regional Airport will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

#### **ARTICLE 3 - CONTRACT TIMES**

- 3.01 Time of the Essence:
  - 3.01.1 All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 Days to Achieve Substantial Completion and Final Payment:
  - 3.02.1 Vendor/Contractor Agrees that the work will be substantially complete as indicated in Exhibits J and L, after the commencement date indicated in the Notice to Proceed and ready for final payment as indicated in Exhibits J and L, after the date indicated on the Notice to Proceed.
- 3.03 Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor as indicated in Exhibits K and M. This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

#### ARTICLE 4 - CONTRACT PRICE

- 4.01 Owner shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:
  - 4.01.1 For all work other than Unit Price Work, a Lump Sum of:

Eleven Million, Three Hundred Nineteen Thousand, One Hundred
Sixty-Six and 05/100

(words)

(\$11,319,166.05)
(figure)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 56.2.2.

4.01.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph:

As provided in Paragraph 56.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative

as provided in Paragraph 56.3. Unit prices have been computed as provided in Paragraph 56.3.

# **UNIT PRICE WORK**

NO.		DESCRIPTION	UNIT	QTY	ı	JNIT PRICE	AMOUNT
		Schedule A - Runway 9- 27 Rehabilitation					
1	C-105-1	Mobilization	LS	1	\$	870,000.00	\$ 870,000.00
2	C-100-1	Contractor Quality Control Program (CQCP)	LS	1	\$	65,000.00	\$ 65,000.00
3	P-102-1	Safety, Security and Maintenance of Airfield Operations	LS	1	\$	440,000.00	\$ 440,000.00
4	P-103-1	Survey, Stakeout and As- Built Survey	LS	1	\$	148,000.00	\$ 148,000.00
5	C-102-1	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	LS	1	\$	35,000.00	\$ 35,000.00
6	P-101-1	Nominal Asphalt Milling (2")	SY	3,500	\$	3.45	\$ 12,075.00
7	P-101-2	Asphalt Pavement and Base Removal	SY	1,400	\$	17.50	\$ 24,500.00
8	P-101-3	2" Concrete Milling	SY	117,300	\$	10.40	\$ 1,219,920.00
9	P-101-4	Pavement Marking Removal	SF	900	\$	3.70	\$ 3,330.00
10	P-101-6	Routing and Sealing of Existing Cracks in Concrete Pavement After Milling	LF	10,000	\$	4.65	\$ 46,500.00
11	P-152-1	Shoulder and RSA at the End of Runway 9-27 Regrading	SY	71,000	\$	6.10	\$ 433,100.00
12	P-401-1	Asphalt Surface or Leveling Course	TN	38,200	\$	147.40	\$ 5,630,680.00
13	P-603-1	Emulsified Asphalt Tack Coat	GAL	25,800	\$	3.40	\$ 87,720.00
14	P-620-1	Temporary Markings (30% Application Rate, Non-reflective white and yellow)	SF	65,000	\$	0.60	\$ 39,000.00
15	P-620-2	Final Reflective Markings (100% Application Rate, Type III Beads)	SF	65,000	\$	0.95	\$ 61,750.00
16	P-620-3	Black Non-Reflective Marking Outline	SF	15,000	\$	0.55	\$ 8,250.00
17	T-904-1	Sodding	SY	18,000	\$	4.10	\$ 73,800.00
18	T-901-5.1	Seeding	SY	58,000	\$	0.90	\$ 52,200.00
19	L-108-5.1	L-824, 1/C, NO. 8, Type C Stranded Copper, 5 KV Cable, INCL. L-823 Connectors Installed In Duct or Conduit	LF	380	\$	2.45	\$ 931.00

NO.		DESCRIPTION	UNIT	QTY	U	INIT PRICE	AMOUNT
20	L-108-5.2	#6 Bare Counterpoise Wire, Installed in Duct or Trench, Including Ground Rods and Ground Connectors	LF	200	\$	2.45	\$ 490.00
21	L-110-5.1	New 1 WAY, 2-INCH, SCH.40 Duct in Turf	LF	220	\$	11.70	\$ 2,574.00
22	L-115-5.1	New L-867D, 16" DIA., Airfield Electrical Junction Can	EA	1	\$	1,230.00	\$ 1,230.00
23	L-125-5.3	NEW L-806, 8' Wind Cone, External LED WITH L-810(L) Obstruction Light and New Concrete Foundation and New L- 867B Galvanized Base Can	EA	1	\$	13,600.00	\$ 13,600.00
24	P-101-5	Airfield Demolition and Removal	LS	1	\$	802.00	\$ 802.00
25	L-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigati onal Facilities	LS	1	\$	617.00	\$ 617.00
26	L-108-5.1	L-824, 1/C, NO. 8, Type C Stranded Copper, 5 KV Cable, INCL. L-823 Connectors Installed In Duct or Conduit	LF	4,669	\$	2.45	\$ 11,439.05
27	L-108-5.2	#6 Bare Counterpoise Wire, Installed in Duct or Trench, Including Ground Rods and Ground Connectors	LF	1,483	\$	2.45	\$ 3,633.35
28	L-109-7.1	Procurement and Construction of New Equipment Shelter and Foundations in Place	LS	1	\$	88,400.00	\$ 88,400.00
29	L-109-7.2	Procurement and Installation of New Localizer Equipment in New Shelter	LS	1	\$	207,000.00	\$ 207,000.00
30	L-109-7.3	Removal of Existing Prefabricated Shelter and Equipment (Salvage to Owner)	LS	1	\$	3,080.00	\$ 3,080.00
31	L-109-7.4	Removal of DME Equipment within Existing Shelter and Relocation to New Shelter	LS	1	\$	19,300.00	\$ 19,300.00
32	L-109-7.5	Removal of Localizer Antenna and Foundation, Deliver Salvaged Antenna to Owner	LS	1	\$	6,790.00	\$ 6,790.00

NO.		DESCRIPTION	UNIT	QTY	UN	IT PRICE	AMOUNT
33	L-109-7.6	Procurement and Construction of New LOC Antenna, Foundations, Cables and Conduits to New LOC Shelter	LS	1	\$	186,000.00	\$ 186,000.00
34	L-109-7.9	Procurement and Installation of New Step- Down Transformer on Concrete Pad (Primary 2400 CAC / Secondary 120/240 CAC) Including Conduit, Conductors, All Connections and Accessories	LA	1	\$	6,170.00	\$ 6,170.00
35	L-110-5.3	New 2 Way, 4-INCH, SCH. 40 Direct Buried Electrical Duct Bank in Turf	LF	1,683	\$	49.40	\$ 83,140.20
36	L-110-5.5	New 2 WAY, 4-INCH, HDD Electrical Duct Bank (DIRECTIONAL BORE)	LF	162	\$	74.00	\$ 11,988.00
37	L-115-5.1	New L-867D, 16" DIA., Airfield Electrical Junction Can	EA	8	\$	1,230.00	\$ 9,840.00
		Subtotal Schedule A - Runway 9-27 Rehabilitation					\$ 9,907,849.60
		Schedule A - Alternate Bid 1 - Taxiway C9 Rehabilitation					
38	C-105-1	Mobilization	LS	1	\$	5,550.00	\$ 5,550.00
39	C-100-1	Contractor Quality Control Program (CQCP)	LS	1	\$	3,080.00	\$ 3,080.00
40	P-102-1	Safety, Security and Maintenance of Airfield Operations	LS	1	\$	1,230.00	\$ 1,230.00
41	C-102-1	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	LS	1	\$	3,660.00	\$ 3,660.00
42	P-101-1	Nominal Asphalt Milling (2")	SY	900	\$	11.30	\$ 10,170.00
43	P-101-3	2" Concrete Milling	SY	14,000	\$	10.10	\$ 141,400.00
44	P-101-6	Routing and Sealing of Existing Cracks in Concrete Pavement After Milling	LF	2,000	\$	4.65	\$ 9,300.00
45	P-152-1	Taxiway Shoulder Regrading	SY	2,400	\$	4.70	\$ 11,280.00
46	P-401-1	Asphalt Surface or Leveling Course	TN	3,400	\$	149.00	\$ 506,600.00
47	P-603-1	Emulsified Asphalt Tack Coat	GAL	2,400	\$	3.40	\$ 8,160.00

NO.		DESCRIPTION	UNIT	QTY	U	NIT PRICE	AMO	TAUC
48	P-620-1	Temporary Markings (30% Application Rate, Non-reflective white and yellow)	SF	1,200	\$	0.60	\$	720.00
49	P-620-2	Final Reflective Markings (100% Application Rate, Type III Beads)	SF	1,200	\$	0.95	\$	1,140.00
50	P-620-3	Black Non-Reflective Marking Outline	SF	2,100	\$	0.55	\$	1,155.00
51	P-620-4	Preformed Thermoplastic Hold Position Signs	SF	225	\$	39.50	\$	8,887.50
52	T-904-1	Sodding Subtotal Schedule A -	SY	2,400	\$	4.10	\$	9,840.00
		Alternate Bid 1 - Taxiway C9 Rehabilitation					\$	722,172.50
		Schedule A - Alternate Bid 2 - Concrete Rubble Removal						
53	C-105-1	Mobilization	LS	1	\$	7,400.00	\$	7,400.00
54	C-102-1	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	LS	1	\$	4,080.00	\$	4,080.00
55	P-151-1	Clearing and Grubbing (Concrete Rubble Removal)	CY	800	\$	53.40	\$	42,720.00
56	P-152-1	Re-grading	SY	3,600	\$	5.05	\$	18,180.00
57	T-901-5.1	Seeding	SY	3,600	\$	0.90	\$	3,240.00
		Subtotal - Schedule A - Alternate Bid 2 - Concrete Rubble Removal					\$	75,620.00
		Schedule A - Alternate Bid 3 - Mound Removal						
58	C-105-1	Mobilization	LS	1	\$	7,400.00	\$	7,400.00
59	C-102-1	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	LS	1	\$	8,480.00	\$	8,480.00
60	P-152-1	Re-grading	CY	10,000	\$	11.10	\$	111,000.00
61	T-901-5.1	Seeding	SY	40,000	\$	0.90	\$	36,000.00
		Subtotal - Schedule A - Alternate Bid 3 - Mound Removal					\$	162,880.00
		Schedule A - Alternate Bid 4 - Glideslope Antenna Acess Road						-1-
62	C-105-1	Mobilization	LS	1	\$	4,500.00	\$	4,500.00
63	P-102-1	Safety, Security and Maintenance of Airfield Operations	LS	1	\$	1,230.00	\$	1,230.00

TEM NO.		DESCRIPTION	UNIT	QTY	UNI	T PRICE	AMO	TAUC
64	C-102-1	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	LS	1	\$	3,020.00	\$	3,020.00
65	P-103-1	Survey and Stakeout	LS	1	\$	7,400.00	\$	7,400.00
66	P-152-2	Unclassified Excavation	CY	300	\$	9.25	\$	2,775.00
67	P-152-3	12" Stabilized Subgrade	SY	600	\$	8.00	\$	4,800.00
68	P-219-1	6" Recycled Concrete Aggregate Base Course	SY	525	\$	15.90	\$	8,347.50
69	P-401-1	Asphalt Surface or Leveling Course	TN	50	\$	251.00	\$	12,550.00
70	P-620-1	Painted Pavement Marking	SF	55	\$	0.95	\$	52.25
71	P-620-5	Single Post Sign (Stop sign and ATC Sign)	EA	1	\$	1,230.00	\$	1,230.00
72	T-904-1	Sodding Subtotal - Schedule A - Alternate Bid 4 - Glideslope Antenna Access Road	SY	550	\$	0.90	\$	495.00 46,399.75
		Schedule A - Alternate Bid 5 - Localizer Access Road						
73	C-105-1	Mobilization	LS	4	\$	1,850.00	\$	1,850.00
74	P-102-1	Safety, Security and Maintenance of Airfield Operations	LS	4	\$	35,200.00	-\$-	35,200.00
<del>75</del>	C-102-1	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	LS	4	\$	3,650.00	-\$	3,650.00
76	P-103-1	Survey and Stakeout	LS	4	-\$	7,400.00	\$	7,400.00
77	P-152-2	Unclassified Excavation	CY	600	\$	9.25	\$	5,550.00
78	P-152-3	12" Stabilized Subgrade	SY	1,150	\$	8.00	-\$	9,200.00
79	P-219-1	6" Recycled Concrete Aggregate Base Course	S¥	1,000	\$	15.90	\$	15,900.00
80	P-401-1	Asphalt Surface or Leveling Course	TN	100	\$	237.00	\$	23,700.00
81	P-620-1	Painted Pavement Marking	SF	150	\$	0.95	\$	142.50
82	P-620-5	Single Post Sign (Stop sign and ATC Sign)	EA	4	\$	1,230.00	\$	1,230.00
83	T-904-1	Sodding	S¥	1,750	\$	0.90	\$	1,575.00
-	-	Subtotal - Schedule A - Alternate Bid 5 - Localizer Access Road	-	- 1	-		\$	105,397.50
		Schedule A - Alternate Bid 6 - Grove Runway Pavement						
84	C-105-1	Mobilization	LS	4	\$	30,000.00	\$	30,000.00
85	P-102-1	Safety, Security and Maintenance of Airfield Operations	LS	4	\$	52,800.00	\$	52,800.00
86	P-621-1	Grooving	SY	101,000	\$	2.65	\$	267,650.00

NO.		DESCRIPTION	UNIT	QTY	UNI	T PRICE	AM	OUNT
-	-	Subtotal - Schedule A - Alternate Bid 6 - Grove Runway Pavement Schedule A - Alternate	-	-	-		\$	350,450.00
		Bid 7 - Runway Guard Lights and ILS Signage						
87	L-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigati onal Facilities	LS	1	\$	617.00	\$	617.00
88	L-108-5.1	L-824, 1/C, NO. 8, TYPE C Stranded Copper, 5 KV Cable, INCL. L-823 Connectors Installed in Duct or Conduit	LF	1,826	\$	2.45	\$	4,473.70
89	L-108-5.2	#6 BARE Counterpoise Wire, Installed in Duct or Trench, Including Ground Rods and Ground Connectors	LF	1,650	\$	2.45	\$	4,042.50
90	L-109-7.7	New Ferroresonant 4KW CCR for ILS Signs and Guardlights Installed In New Equipment Shelter	LS	1	\$	12,300.00	\$	12,300.00
91	I-109-7.8	Installation of Raceways, Conductors, Conduit and all appurtenances needed to Install the 4KW CCR in the New Shelter	LS	1	\$	6,170.00	\$	6,170.00
92	L-110-5.1	New 1 WAY, 2-INCH, SCH.40 Duct in Turf	LF	1,650	\$	11.70	\$	19,305.00
93	L-110-5.2	New 1 WAY, 2-INCH, HDD Duct Bank Under Existing Paved Areas (DIRECTIONAL BORE)	LF	258	\$	37.00	\$	9,546.00
94	L-115-5.1	New L-867D, 16" DIA., Airfield Electrical Junction Can	EA	7	\$	1,230.00	\$	8,610.00
95	L-125-5.1	New L-804 (L) LED Elevated Runway Guard Light, Fixture, and New Transformer(s) to be Installed on New L-867B Galvanized Base Can in Turf	EA	6	\$	6,170.00	\$	37,020.00
96	L-125-5.2	NEW L-858Y(L) LED, 3 Module, Directional or Informational Guidance Sign and Transfoermer to be Install on New Foundation and Tied into the Proper Edge Light Circuit	EA	3	\$	8,640.00	\$	25,920.00

NO.		DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
		Subtotal - Schedule A - Alternate Bid 7 - Runway Guard Lights and ILS Signage				\$ 128,004.20
		Schedule A - Alternate Bid 8 - Demolish Taxiway "A1"				
97	C-105-1	Mobilization	LS	4	\$ 22,200.00	\$ 22,200.00
98	P-102-1	Safety, Security and Maintenance of Airfield Operations	LS	4	\$ 70,700.00	\$ 70,700.00
99	C-102-1	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	LS	4	\$ 5,480.00	\$ 5,480.00
100	P-101-1	4 1/2" Asphalt Milling to expose existing underlying concrete surface	SY	6,700	\$ 5.30	\$ 35,510.00
<del>101</del>	P-101-2	Demolish Asphalt Pavement and Scarify existing base course (5" Depth)	SY	5,200	\$ 7.80	\$ 40,560.00
102	P-101-4	Pavement Marking Removal	SE	700	\$ 3.70	\$ 2,590.00
103	P-152-1	Regrading	SY	12,000	\$ 5.25	\$ 63,000.00
104	T-904-1	Sodding	SY	12,000	\$ 0.90	\$ 10,800.00
105	T-905-1	Topsoiling	CY	1,500	\$ 9.85	\$ 14,775.00
<del>106</del>	P-101-7	Remove Existing Elevated Taxiway Edge Light and Base Can, Salvage Elevated Edge Light to Owner	EA	<del>50</del>	\$ 154.00	-\$ 7,700.00
107	P-101-8	Remove Existing Airfield Sign and Concrete Base, Salvage Sign to Owner	EA	3	\$ 247.00	\$ 741.00
108	P-101-9	Remove Existing Edge Light Cabling, Conductors and Ground Wires within work area, Conduit to be capped and abandoned in place.	LS	4	\$ 617.00	\$ 617.00
-	-	Subtotal - Schedule A - Alternate Bid 8 - Demolish Taxiway "A1"	-	-	-	\$ 274,673.00
		Schedule A - Allowance				
109	AL-1	Allowance for Sinkhole Remediation	LS	1	\$ 150,000.00	\$ 150,000.00

TEM NO.		DESCRIPTION	UNIT	QTY	UN	IT PRICE	AM	OUNT
		Schedule A - Gopher Tortoise						
110	GT-1	Gopher Tortoise Permit and Wildlife Survey	LS	1	\$	2,960.00	\$	2,960.00
111	GT-2	Gopher Tortoise Burrows to be Excavated	EA	40	\$	802.00	\$	32,080.00
112	GT-3	Gopher Tortoise to be Relocated	EA	40	\$	2,280.00	\$	91,200.00
		Subtotal - Schedule A - Gopher Tortoise					\$	126,240.00
		Schedule B - Taxiway "A" Extension					11	
113	GC-1	General Conditions, Bonds, Insurance, & Permits	LS	4	\$	3,500.00	\$	3,500.00
114	C-100-14	Contractor Quality Control Program	LS	4	\$	37,000.00	\$	37,000.00
115	C-102-5.1	Temporary Erosion and Sediment Control	LS	4	\$	22,900.00	\$	22,900.00
116	C-105-6	Mobilization	LS	4	\$	62,800.00	\$	62,800.00
117	P-101-1	Non-Electrical Site Demolition	LS	4	\$	7,400.00	\$	7,400.00
118	P-102-10	Safety, Security and Maintenance of Airfield Operations	LS	4	\$	207,000.00	\$_	207,000.00
119	P-103-6.1	Survey and Stakeout	LS	4	-\$	14,800.00	\$	14,800.00
120	P-151-4.2	Clearing and Grubbing	AC	11	\$	4,440.00	\$	48,840.00
121	P-152-4.1	Regular or Unsuitable Excavation, Hauled Offsite	CY	15,700	\$	10.60	\$	<del>- 166,420.00</del>
122	P-152-4.2	Regular Excavation, Placed as Embankment	CY	7,900	\$	6.85	\$	54,115.00
123	P-160-6.1	Subgrade Stabilization, 12-Inch Depth	S¥	7,700	\$	7.10	\$	54,670.00
124	P-211-5.1	Limerock Base Course, 6- Inch Depth	S¥	7,600	\$	15.90	\$	120,840.00
125	P-401-8.1	Airfield Bituminous Surface Course, 4-Inch Depth	TON	1,650	\$	166.00	\$	273,900.00
126	P-602-5.1	Emulsified Asphalt Prime Coat	GAL	2,300	\$	1.65	\$	3,795.00
127	P-603-5.1	Emulsified Asphalt Tack Coat	GAL	550	\$	3.40	\$	1,870.00
128	P-610-6.1	Concrete Sleeper Slab (Type 1 and 3 Pavement Tie-Ins)	S¥	67	\$	302.00	\$	20,234.00
129	P-620-5.1	Reflective Pavement Marking	SF	440	\$	0.95	\$	418.00
130	P-620-5.2	Non-Reflective Pavement Marking	SE	880	\$	0.55	\$	484.00
131	D-701-5	Reinforced Concrete Pipe, 24-Inch, Class V	FE	170	\$	123.00	\$	20,910.00
132	D-752-5.1	Concrete Mitered End Section, 24-Inch, 4:1	EA	2	\$	2,000.00	\$	4,000.00

NO.		DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
133	T-904-5.1	Sodding, Argentine Bahia & Topsoiling	SY	43,000	\$ 5.95	\$ 255,850.00
134	L-108-5.1	Remove L-824 5kV Cable	FE	310	\$ 0.60	\$ 186.00
135	L-108-5.2	Remove Counterpoise Conductor, Ground Rods Incidental	ΓE	310	\$ 1.85	\$ 573.50
136	L-108-5.3	Install 1/C, #8 AWG, L- 824C,5kV Cable installed in Trench, Ductbank or Conduit,	ĿF	340	\$ 2.45	\$ 833.00
<del>137</del>	L-108-5.4	Install Additional L-823 Cable Splice Connector Kit, Complete	EA	2	\$ 98.70	\$ 197.40
138	L-108-5.5	Install #6 Bare CU, 600V Ground Counterpoise installed in Trench, Ductbank or Conduit, Ground Rods, Connections, Couplings, Drive Studs Incidental	<u>L</u> E	310	\$ 2.45	\$ 759.50
139	L-108-5.6	Install Additional CU Clad Ground Rod, 3/4" x 10", (Contingency in the event a single rod will not suffice due to Poor Soil Conditions)	EA	2	\$ 142.00	\$ 284.00
140	L-110-5.1	Remove PVC Conduit, Direct Buried	FE	310	\$ 3.70	\$ 1,147.00
141	L-110-5.2	Install 2" Schedule 40 PVC, Direct Buried in Trench	FE	310	\$ 11.70	\$ 3,627.00
142	L-125-5.1	Remove Existing L861T Taxiway Edge Light, Light Base, Xfmr, Complete	EA	3	\$ 167.00	\$ 501.00
143	L-125-5.3	Remove & Salvage Existing Sign Unit, Demolish Concrete Base	EA	4	\$ 247.00	\$ 247.00
144	L-125- 5.11	Remove Existing L861T Taxiway Edge Light & Xfmr. Demolish Light Base	EA	2	\$ 167.00	\$ 334.00
145	L-125- 5.12	Install Relocated Existing L-861T Taxiway Edge Light, Elevated, 6.6A, L- 830 Xfmr on New L-867B Light Base	EA	2	\$ 1,230.00	\$ 2,460.00
-	-	Subtotal - Schedule B - Taxiway "A" Extension	-	-	-	\$ 1,392,895.40
		Schedule B - Alternate Bid No. 1 - Taxiway "A" Extension				
146	GC-1	General Conditions, Bonds, Insurance, & Permits	LS	4	\$ 1,500.00	\$ 1,500.00

TEM NO.		DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
147	C-100-14	Contractor Quality Control Program	LS	4	\$ 11,100.00	\$ 11,100.00
148	C-102-5.1	Temporary Erosion and Sediment Control	LS	4	\$ 3,650.00	\$ 3,650.00
149	C-105-6	Mobilization	LS	4	\$ 36,400.00	\$ 36,400.00
150	P-102-10	Safety, Security and Maintenance of Airfield Operations	LS	4	\$ 105,000.00	\$ 105,000.00
151	P-103-6.1	Survey and Stakeout	LS	4	\$ 7,400.00	\$ 7,400.00
152	P-152-4.1	Regular or Unsuitable Excavation, Hauled Offsite	C¥	1370	\$ 11.40	\$ 15,618.00
153	P-152-4.2	Regular Excavation, Placed as Embankment	C¥	-1,370	\$ 3.20	\$ (4,384.00)
154	P-160-6.1	Subgrade Stabilization, 12-Inch Depth	S¥	6,300	\$ 7.10	\$ 44,730.00
155	P-211-5.1	Limerock Base Course, 6- Inch Depth	S¥	6,200	\$ 15.90	\$ 98,580.00
156	P-401-8.1	Airfield Bituminous Surface Course, 4-Inch Depth	TON	1,350	\$ 145.00	\$ 195,750.00
<del>157</del>	P-602-5.1	Emulsified Asphalt Prime Coat	GAL	1,850	\$ 1.65	\$ 3,052.50
158	P-603-5.1	Emulsified Asphalt Tack Coat	GAL	450	\$ 3.40	\$ 1,530.00
159	P-610-6.1	Concrete Sleeper Slab (Type 1 and 3 Pavement Tie-Ins)	S¥	15	\$ 460.00	\$ 6,900.00
160	P-620-5.1	Reflective Pavement Marking	SF	956	\$ 0.95	\$ 908.20
161	P-620-5.2	Non-Reflective Pavement Marking	SF	<del>812</del>	\$ 0.55	\$ 446.60
162	P-620-5.3	Pavement Marking Removal	SF	1,480	\$ 3.70	\$ 5,476.00
163	T-904-5.1	Sodding, Argentine Bahia & Topsoiling	S¥	-6,200	\$ 5.95	\$ (36,890.00
164	L-108-5.1	Remove L-824 5kV Cable	FE	<del>2,105</del>	\$ 0.60	\$ 1,263.00
165	L-108-5.2	Remove Counterpoise Conductor, Ground Rods Incidental	FE	2,655	\$ 1.85	\$ 4,911.75
166	L-108-5.3	Install 1/C, #8 AWG, L- 824C,5kV Cable installed in Trench, Ductbank or Conduit,	FE	<del>2,045</del>	\$ 2.45	\$ 5,010.25
<del>167</del>	L-108-5.4	Install Additional L-823 Cable Splice Connector Kit, Complete	EA	6	\$ 98.70	\$ 592.20
168	L-108-5.6	Install Additional CU Clad Ground Rod, 3/4" x 10", (Contingency in the event a single rod will not suffice due to Poor Soil Conditions)	€A	6	\$ 142.00	\$ 852.00
169	L-110-5.1	Remove PVC Conduit, Direct Buried	FE	2,655	\$ 3.70	\$ 9,823.50

NO.		DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
170	L-110-5.2	Install 2" Schedule 40 PVC, Direct Buried in Trench	FE	2,320	\$ 11.70	\$ 27,144.00
171	L-110-5.4	Install 2" Schedule 80 HDPE Horizontal Bore	FE	110	\$ 37.00	\$ 4,070.00
<del>172</del>	I-125-5.1	Remove Existing L861T Taxiway Edge Light, Light Base, Xfmr, Complete	EA	43	\$ 167.00	\$ 7,181.00
173	I-125-5.2	Remove Existing L-858 Guidance Sign Unit, Concrete Pad, Xfmr, Light Base, Complete	EA	2	\$ 247.00	\$ 494.00
174	I-125-5.3	Remove & Salvage Existing Sign Unit, Demolish Concrete Base	EA	2	\$ 247.00	\$ 494.00
175	<del>1 125 5.9</del>	Remove Existing Sign Panel on Existing Sign	EA	9	\$ 61.70	\$ 555.30
-	-	Subtotal - Schedule B - Alternate Bid No. 1 - Taxiway "A" Extension	-	-	-	\$ 559,158.30
		Schedule B - Alternate Bid No. 2 - Taxiway "A" Extension				
176	GC-1	General Conditions, Bonds, Insurance, & Permits	LS	4	\$ 1,000.00	\$ 1,000.00
177	C-100-14	Contractor Quality Control Program	LS	4	\$ 2,500.00	\$ 2,500.00
178	C-102-5.1	Temporary Erosion and Sediment Control	LS	4	\$ 27,700.00	\$ 27,700.00
179	C-105-6	Mobilization	LS	4	\$ 16,700.00	\$ 16,700.00
180	P-102-10	Safety, Security and Maintenance of Airfield Operations	LS	4	\$ 41,400.00	\$ 41,400.00
181	P-103-6.1	Survey and Stakeout	LS	4	\$ 7,400.00	\$ 7,400.00
182	P-152-4.1	Regular or Unsuitable Excavation, Hauled Offsite	CY	320	\$ 13.00	\$ 4,160.00
183	P-152-4.2	Regular Excavation, Placed as Embankment	CY	<del>-320</del>	\$ 4.50	\$ (1,440.00)
184	P-160-6.1	Subgrade Stabilization, 12-Inch Depth	SY	1,500	\$ 8.10	\$ 12,150.00
185	P-211-5.1	Limerock Base Course, 6- Inch Depth	S¥	1,450	\$ 15.90	\$ 23,055.00
186	P-401-8.1	Airfield Bituminous Surface Course, 4-Inch Depth	TON	310	\$ 180.00	\$ 55,800.00
187	P-602-5.1	Emulsified Asphalt Prime Coat	GAL	450	\$ 1.60	\$ 720.00
188	P-603-5.1	Emulsified Asphalt Tack Coat	GAL	100	\$ 3.40	\$ 340.00
189	P-610-6.1	Concrete Sieeper Slab (Type 1 and 3 Pavement Tie-Ins)	SY	92	\$ 240.00	\$ 22,080.00
190	P-620-5.1	Reflective Pavement Marking	SF	300	\$ 0.95	\$ 285.00

NO.		DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
191	P-620-5.2	Non-Reflective Pavement Marking	SF	600	\$ 0.55	\$ 330.00
192	T-904-5.1	Sodding, Argentine Bahia & Topsoiling	S¥	<del>-1,400</del>	\$ 5.95	\$ (8,330.00)
-	-	Subtotal - Schedule B - Alternate Bid No. 2 - Taxiway "A" Extension	-	-	-	\$ 205,850.00
		Schedule B - Alternate Bid No. 3 - Taxiway "A" Extension				
193	GC-1	General Conditions, Bonds, Insurance, & Permits	LS	4	\$ 1,500.00	\$ 1,500.00
194	C-100-14	Contractor Quality Control Program	LS	4	\$ 2,500.00	\$ 2,500.00
<del>195</del>	C-102-5.1	Temporary Erosion and Sediment Control	LS	4	\$ 3,430.00	\$ 3,430.00
196	C-105-6	Mobilization	LS	4	\$ 23,100.00	\$ 23,100.00
197	P-102-10	Safety, Security and Maintenance of Airfield Operations	LS	4	\$ 70,400.00	\$ 70,400.00
198	P-103-6.1	Survey and Stakeout	LS	4	\$ 7,400.00	\$ 7,400.00
199	L-108-5.3	Install 1/C, #8 AWG, L- 824C,5kV Cable installed in Trench, Duetbank or Conduit.	LΕ	5,225	\$ 2.45	\$ 12,801.25
200	L-108-5.4	Install Additional L-823 Cable Splice Connector Kit, Complete	EA	9	\$ 98.70	\$ 888.30
<del>201</del>	L-108-5.5	Install #6 Bare CU, 600V Ground Counterpoise installed in Trench, Ductbank or Conduit, Ground Rods, Connections, Couplings, Drive Studs Incidental	LF.	4,715	\$ 2.45	\$ 11,551.75
202	L-108-5.6	Install Additional CU Clad Ground Rod, 3/4" x 10", (Contingency in the event a single rod will not suffice due to Poor Soil Conditions)	EA	8	\$ 142.00	\$ 1,278.00
203	L-110-5.2	Install 2" Schedule 40 PVC, Direct Buried in Trench	ΕE	4,715	\$ 11.70	\$ 55,165.50
204	L-110-5.4	Install 2" Schedule 80 HDPE Horizontal Bore	FE	120	\$ 37.00	\$ 4,440.00
205	L-110-5.5	Install 1 way 2" Schedule 40 PVC, Concrete Encased	FE	100	\$ 30.90	\$ 3,090.00
206	L-115-5.1	Install L-867B Junction Can, Complete in Place	EA	2	\$ 1,230.00	\$ 2,460.00
207	L-125-5.4	Install L-861T Taxiway Edge Light, Elevated, 6.6A, L-830 Xfmr on L- 867B Base	EA	43	\$ 1,730.00	\$ 74,390.00

NO.		DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
208	L-125-5.5	Install Relocated Guidance Sign, L-830 Xfmr, Installed on New Concrete Base	EA	2	\$ 2,470.00	\$ 4,940.00
209	L-125-5.6	Install L-858 Sign Unit, LED - 3 Module, Size 2 Concrete Pad, 6.6A, L-830 Xfmr, L-867B-Base	EA	4	\$6,170.00	\$ 6,170.00
<del>210</del>	L-125-5.7	Install L-858 Sign Unit, LED - 4 Module, Size 2 Concrete Pad, 6.6A, L-830 Xfmr, L-867B Base	EA	2	\$ 8,640.00	\$ 17,280.00
211	L-125-5.8	Airfield Lighting Control Systems (ALCS) Modifications	LS	4	\$ 12,300.00	\$ 12,300.00
212	L-125- 5.10	Install New Sign Panel Replacement on Existing Sign	EA	12	\$ 1,110.00	\$ 13,320.00
-	-	Subtotal - Schedule B - Alternate Bid No. 3 - Taxiway "A" Extension	-	-	-	\$ 328,404.80
		Schedule B - Gopher Tortoise				
213	GT_1	Gopher Tortoise Permit & Wildlife Survey	LS	4	\$ 1,480.00	\$ 1,480.00
214	GT-2	Gopher Tortoise Burrows to be Excavated	EA	20	\$ 802.00	\$ 16,040.00
215	GT-3	Gopher Tortoise to be Relocated	EA	20	\$ 2,280.00	\$ 45,600.00
	-	Subtotal - Schedule B - Gopher Tortoise	-	-	-	\$ 63,120.00
		Schedule A Runway 9-27 Rehabilitation				
		Total Base Bid				\$ 9,907,849.60
		ALTERNATE BID 1		*		\$ 722,172.50
		ALTERNATE BID 2				\$ 75,620.00
		ALTERNATE BID 3				\$ 162,880.00
		ALTERNATE BID 4		-		\$ 46,399.75
	-	ALTERNATE BID 5				Not being awarded
		ALTERNATE BID 6				Not being awarded
		ALTERNATE BID 7				\$ 128,004.20
		ALTERNATE BID 8		-		Not being awarded
		ALLOWANCE			1	\$ 150,000.00
		GOPHER TORTOISE				\$ 126,240.00
		Schedule B Taxiway "A" Extension				120,240.00
		Total Base Bid				Not being awarded
		ALTERNATE BID 1			-	Not being awarded
		ALTERNATE BID 1				Not being awarded
			-			
		ALTERNATE BID 3				Not being awarded

Total Bid Schedule A, Schedule B and all Alternate Bids to be awarded

#### ESTIMATED TOTAL OF ALL UNIT PRICE WORK

\$ Eleven Million, Three Hundred \$(11,319,166.05)
Nineteen Thousand, One
Hundred Sixty-Six and 05/100
(use words) (figure)

#### **ARTICLE 5 - PAYMENT PROCEDURES**

- 5.01 Submittal and Processing of Payments:
  - 5.01.1 Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 59.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.
- 5.02 Progress Payments; Retainage:
  - Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in Paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
    - 5.02.1.1 Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:
      - **5.02.1.1.1** Ninety-five percent (95%) of work completed (with the balance being retainage); and
      - **5.02.1.1.2** Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

#### 5.03 Final Payment:

- 5.03.1 Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 59.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.
- Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, NPDES – FDEP Notice of Termination (NOT) has been delivered to the Owner Designated Representative and a final Certificate for Payment has been issued by the Owner Designated Representative.

#### **ARTICLE 6 - INTEREST**

6.01 All moneys not paid when due shall bear interest at the maximum legal rate.

# ARTICLE 7 - VENDOR/CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:
  - 7.01.1 Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.
  - 7.01.2 Vendor/Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
  - **7.01.3** Vendor/Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
  - 7.01.4 Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - 7.01.5 Vendor/Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.
  - 7.01.6 Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - 7.01.7 Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.
  - **7.01.8** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

# **ARTICLE 8 - MISCELLANEOUS**

# 8.01 Terms:

**8.01.1** Terms used in this Agreement will have the meanings stated in the Contract Documents.

# 8.02 Assignment of Contract:

8.02.1 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

# 8.03 Severability:

8.03.1 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.04 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) and the same instrument.

### **ARTICLE 9 - CONTRACT PAYMENT**

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of <u>Eleven Million</u>, <u>Three Hundred Nineteen Thousand</u>, <u>One Hundred Sixty-Six and 05/100</u> Dollars (\$11,319,166.05) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

OWNER: HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS  By: JOHN ALLOCCO Title: CHAIRMAN  [CORPORATE SEAL]	By: Christie Alvaro, Asst. Corp. Sec. [CORPORATE SEALT OF THE PROPERTY OF THE		
Attest: Douglas A. Chorvat, Jr.  Title: Clerk of Circuit Court & Comptroller  Address for giving notices:  15470 Flight Path Dr.  Brooksville, FL 34604	Attest: Hara Coggins, Bid/Contract Specialist  Address for giving notices:  One Ajax Drive  North Venice, FL 34275		
	Agent for service of process:  (If Vendor/Contractor is a corporation or a partnership,		
	attach evidence of authority to sign.)		